

# U.S. ARMY RESEARCH OFFICE

## BROAD AGENCY ANNOUNCEMENT

DAAD19-02-R-0001



Institute for Soldier Nanotechnologies

OCTOBER 2001

**ARMY RESEARCH OFFICE**  
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**INSTITUTE FOR SOLDIER NANOTECHNOLOGIES**

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## **Institute for Soldier Nanotechnologies**

### **1. Introduction**

This document constitutes a Broad Agency Announcement soliciting proposals for the establishment and operation of a University Affiliated Research Center (UARC) to be known as the Institute for Soldier Nanotechnologies. Through this competition, the Army Research Office (ARO) expects to award a single non-fee bearing contract having an initial performance period of five years and an estimated base cost of \$50,000,000. The resulting contract will include provisions for task orders for additional effort estimated to reach \$20,000,000 over the five year term. The contract will have a ceiling of \$125,000,000 to allow for capitalizing on opportunities which may result. The base award is projected for third quarter FY-02.

Offerors are reminded that this program is subject to Presidential, Congressional and Departmental approval. The anticipated basic research effort is to be funded with FY-02 through FY-06, 6.1 RDT&E funds. It is anticipated that the task orders will be funded primarily from FY-02 through FY06, 6.2 RDT&E funds and will focus on accelerating transition of research concepts into producible technologies.

### **2. Concept for the Institute**

The Army has developed a plan for transformation into an Objective Force that is more responsive, deployable, agile, versatile, lethal, survivable, and sustainable than today's forces. The individual soldier will be at the center of the Objective Force and will require systems revolutionary in their capabilities. Recent advances in the field of nanoscience suggest that may be possible to provide the soldier with radically new capabilities in full-spectrum threat protection without incurring significant weight or volume penalties. Such soldier systems will only be realized by directing additional resources to the Army's Science and Technology Program in the emerging field of nanoscience. For that reason, the Army's Science and Technology Program in the emerging and assigns arena is being extended. The Office of the Assistant Secretary of the Army (Acquisition, Logistics, and Technology ) has asked the Army Research Office (ARO) to create a University Affiliated Research Center (UARC) entitled the "Institute for Soldier Nanotechnologies", (ISN).

The purpose of this research center of excellence is to develop unclassified nanometer-scale science and technology solutions for the soldier. A single university will host this center, which will emphasize revolutionary materials research toward advanced soldier protection and survivability capabilities. The center will work in close collaboration with industry, the Army's Natick Soldier Center (NSC), the Army Research Laboratory (ARL) and the other Army Research Development and Engineering Centers (RDECs) in pursuit of the Army's goals. The research will integrate a wide range of functionalities, including multithreat protection against ballistics, sensory attack, chemical and biological agents; climate control (cooling, heating, and insulating), possible chameleon-like garments; biomedical monitoring; and load management. The objective is to enable a revolutionary advance in soldier survivability through the development of novel materials for integration into the Objective Force Warrior system. To be effective, the research solutions will have to be compatible with a variety of complicating factors, including soldier mission requirements, limited energy resources, communications needs, and rugged insensitivity or adaptive responsivity to extremes of temperature, humidity, storage, damage, and soilage.

The university host will be selected through a limited competition with the intention of creating a unique national asset for conducting revolutionary materials research. The Army will invest over \$10M annually for this UARC to concentrate on innovative materials research for the soldier. The university host will provide a dedicated facility for this UARC and, along with its industrial partners, will commit significant infrastructure, resources, and personnel to complement the government's investment. The university will create cooperative partnerships with industry that will ensure the technical innovations emerging from the research will transition rapidly into militarily relevant applications and result in producible technologies. Partnerships with industry are a key factor in the success of the Institute. Industry partners are expected to place personnel at the Institute, to bear the cost of their on-site personnel, and to co-invest in the development and/or operation of the Institute. In return, the intent of the Army is to support specific efforts by those industrial partners to accelerate the transition of novel concepts developed at the Institute, into marketable products.

The primary goal of the UARC is to create an expansive array of innovations in nanoscience and nanotechnology for a variety of survivability-related applications that will be harvested by the industrial partners for future Army use. The interrelationship between university innovation and industrial integration is expected to evolve over the lifetime of the Institute, driven by opportunities opened by cutting edge research responding to Army's changing requirements. The UARC will be expected to aggressively garner industrial participation. The management of the UARC must provide a flexible means for managing the industrial participation and adapting to change while maintaining focus on the core goals of the Institute. A criterion for selection will be a comprehensive and compelling plan for creating innovation and managing technology transition from the laboratory to practical innovative applications.

### **3. Proposal Structure and Content**

The proposals submitted in response to this solicitation shall include three volumes. The first volume shall address the technical aspects of the work to be performed, identifying how research innovation will be accomplished to include an outreach plan for the UARC. The second volume shall present how the UARC will be managed internally and within the larger university context. The technology transition plan contained in this volume must indicate how the UARC will coordinate and collaborate with the ongoing Army research activities and how it will attract and interact with industrial partners to accomplish technology transition. The final volume shall provide the budget and document the university and industrial commitment to the UARC. Among the required elements are descriptions of the dedicated facility and infrastructure to host this UARC as well as any in-kind cost sharing or co-investment proposed by the University and its current or potential industrial partners.

#### **3.1. Research Program Volume**

##### **3.1.1. Background**

The Secretary of Defense has identified four overriding defense strategy objectives for the military: 1) to assure friends and allies; 2) to dissuade future adversaries; 3) to deter threats and counter coercion; and 4) to defeat adversaries if deterrence fails. The military is currently modernizing itself to face these objectives in a post cold-war world. Most of the efforts are focused on increasing command and control, lethality, mobility, survivability, and sustainability of systems in the field.

For the Army, the particular focus has been on rapid deployability. The Cold War called for a heavy guardian force to be pre-positioned in the anticipated theater and equipped to dominate the battlefield with high tactical mobility, survivability and lethality overmatch. Recent military engagements, however, have demonstrated the need for significant changes in this force. Global threats persist, but they are now in the form of a light to medium tactical force capable of rapidly escalating capabilities in their local region of influence. In response, the Army has defined a transformation vision for creating the Objective Force, a strategically mobile force capable of handling the full spectrum of future operations from stability and support operations through major theater war.

Despite a significant emphasis on vehicles and systems, the main tasks necessary to achieve the Secretary of Defense's defense strategy objectives remain with the individual soldier. Investment is now required to address the individual soldier's effectiveness in peacekeeping, low-intensity operations, combat, and military operations in urban terrain. Progress needs to be made towards enhancing the individual dismounted soldier's survivability in the battlespace, sensory and communications abilities in the battlespace, target acquisition capabilities, mobility and maneuverability, and ability to withstand an entire spectrum of stress factors. This project is intended to address soldier survivability, in particular by the formation of an Institute that will serve as a source for future materials related innovation as a part of the Army's overall technology strategy for applying nanotechnology to the soldiers' ensemble in order to enhance protection.

### **3.1.2. Research Program Objectives**

The main objective of this project is the establishment of an Institute for Soldier Nanotechnologies. The Institute will be chartered to conduct unclassified basic research into the creation and utilization of materials, devices, and systems through the control of matter on the nanometer-length scale and into the ability to engineer matter at the level of atoms, molecules, and supramolecular structures. The Institute will also research techniques for generating larger structures with fundamentally new molecular organizations exhibiting novel physical, chemical, and biological properties and phenomena. The aim of the research is to learn to exploit these properties and efficiently manufacture and employ these structures to the benefit of the individual soldier.

The ISN is to serve as the Army's focal point for basic research into nanotechnology for application to the future soldier. The Institute will be expected to serve as an Army corps of technical expertise, providing nanotechnology related basic research and technical support to Army intramural and extramural applied research and development projects for advanced and enabling technologies required by the soldier and by soldier support systems. The core capabilities of the ISN will be centered on the nanotechnologies with an emphasis on soldier survivability. The Institute will perform cooperative research with industry, the Army Research Laboratory (ARL), the Army's Natick Soldier Center (NSC) and the Army's other Research, Development and Engineering Centers (RDECs) to transition new technologies from the laboratory to new products for the soldier and to spin-off commercial applications. A large centralized research facility is envisioned which will house world-class scientists and an exceptional research infrastructure.

### 3.1.3. Research Topics

#### 3.1.3.1. Introduction

In researching advanced and enabling technologies to help soldiers be as effective as they can be, the ISN should look at the individual soldier as an integrated platform system. Viewing the soldier as a system, individual research objectives should focus on enhancing the soldier's protection against the full spectrum of threats - ballistic, chem/bio, and electromagnetic. By creating a wide variety of new nanometer-scale technologies the ISN should create a wealth of opportunities to improve soldier survivability in diverse environments and conditions, preparing the soldier for the unique threats of the coming century. A list of required research topic areas is presented below. These have been assembled based on the findings of several workshops on the topic of nanotechnology as applied to soldier systems, including the ARO Workshop entitled "Nanoscience for the Soldier", the proceedings from which may be found at <http://www.aro.army.mil/nanosoldier/>. This list should serve as a possible starting point for planning the Institute. In addition, background on current and emerging Soldier System requirements is available on the NSC web site at <http://www.natick.army.mil/>. The offeror is encouraged, however, to identify additional research objectives and technology transition plans based on their own conclusions and the perceived strengths of their own facilities and personnel. To be effective the Institute will need the flexibility for the research program to develop and evolve over time in response to changing requirements and initial research results.

The research requirements have been divided into two broad categories: Soldier Protection, and Materials Development and Processing. The offerors may, at their discretion, structure the technical proposals as either a single, large research program or as a collection of separate, though interrelated, research tasks. It should be noted, however, that the intent of this program is to fund a multidisciplinary institute with a single focus and purpose. **A collection of loosely related tasks by individuals or small groups that do not show significant integration, coordination, and synergy will not be considered responsive.**

#### 3.1.3.2. Soldier Protection

The offeror must specify a research plan that identifies a variety of nanotechnological solutions providing research opportunities for increasing the survivability of the soldier. In the battlespace, this may start with lightweight protection of the soldier from a variety of threats that may be present, such as simple cut, puncture, and tearing, flame/fire protection, and directed energy/laser protection. Lightweight ballistic protection is of concern including the threats from fragments and flechettes to small arms. Protection should also include sight and hearing protection from such threats as laser dazzling and flash blinding, and protection from the high levels of shock and noise typical of the battlespace. The development of barrier or selectively permeable materials for adaptive environmental control including chemical and biological threat protection is of major interest.

Enhanced survivability in the battlespace can also be accomplished by concealment. For this reason, research leading to the development of adaptive camouflage (chameleon-like) and the ability to modify the soldier's signature across the EM spectrum is of considerable interest. Also of interest would be research that could lead to the development of interactive textiles or clothing that may include active fibers or other active sensors to detect local threats or to have IFF (identification friend/foe) capabilities.

The protection of the soldier outside of the battlespace is also of concern. This includes protection from weather and terrain. The individual's ability to carry loads over long distances

or traverse vertical obstacles; to hear, communicate, and interpret battlespace conditions; and the requirements for nutrition etc. are responsible for much of the logistical footprint associated with the soldier. Because of this logistical footprint, and the need to meet the logistical demands in the field, the weight of the soldiers' equipment becomes a serious survivability problem. Basic research that could spur the development of passive or active heating and/or cooling systems to regulate body temperature and reduce the total load carried by the soldier would be valuable. Research might also address the development of autonomous systems to detect and treat wounds or trauma. This could include the collection and integration of physiological data based on a wide array of nanosensor structures interfaced with the soldier. Finally the technology of self-cleaning and/or self-repairing clothing would help protect the soldier from field damage, insects, and disease is of interest.

### 3.1.3.3. Materials Development and Processing

The offeror must specify a research plan that identifies a variety of means to fabricate, analyze, and process nanometer-scale materials. The ability to create the new systems proposed for enhanced protection of the soldier is limited by the availability of materials with the properties that will enable the development of these systems. When materials with the necessary properties to create a specific system do exist, there remains the question of availability and affordability of such materials. The ability to produce single subsystems on a laboratory scale is of no particular interest to the Army unless the capability to produce large quantities in a reasonable time frame exists. For that reason, the development and processing of macroscopic quantities of nanosystems will be a topic of critical importance for the Institute and will be a primary focus of research into new protective systems as described above. The Institute will focus on the discovery of revolutionary materials, systems-of-materials, and enabling processing strategies. This is an area in which industry partnering is expected to be particularly relevant, with industry researchers participating in the basic research program (under industry sponsorship) and industry performing applied research to demonstrate producibility (under Army sponsorship).

The expected fabrication and processing tasks may include such activities as the synthesis, production, and handling of nanoscale building blocks, directed- or self-assembly of nanostructures, physical and biological templating, the development of multifunctional hierarchical order, and the scale-up of nanofabrication manufacturing techniques. All such work should lead to affordable and durable multi-functional soldier uniform and equipment applications.

It is expected that predictive phenomenological materials modeling will be developed across multiple length (atomic to soldier) and time (picosecond to decade) scales. Such fundamental tools for modeling will provide a means for relating nanoscale properties and architectures to macro scale performance. It is expected that these models can in turn be developed into design tools that will allow novel materials to be contemplated, analyzed, and optimized prior to their fabrication and characterization.

As important as the fabrication and modeling tasks are the expected materials characterization tasks. A variety of characterization tools and techniques are expected to be developed and exploited, including analysis of nanoscale composition and structure, heterogeneities, surfaces and interfaces, and the measurement of physical properties and phenomena at the nanoscale. In addition, high throughput screening techniques appropriate for combinatorial development methods may be of interest. Of particular importance is the characterization of nanoscale dynamics and interactions and, through this, the determination of mechanical response and strain rate behavior of nanoscale structures.

Finally, it is expected that the synthesis, modeling, and characterization tasks will not operate in isolation but will progress synergistically toward the design, fabrication, and analysis of novel nanoscale materials technology. Because this combined effort undergirds the activities of the entire Institute, the research plan must explicitly address how these tasks will be integrated into a state-of-the-art nanomaterials foundry, particularly in partnership with industry.

#### 3.1.3.4. Outreach Plan

A significant outreach effort is expected to accompany the research program. The Outreach Plan should outline the primary means by which the research developed by the Institute will be transferred to benefit the Army, either directly or through the Institute's industrial partners. The Outreach Plan should emphasize the types of scientific and technical exchange anticipated. By contrast, the Technology Transition Management Plan, developed in the Program Management Volume of the proposal, will specify the mechanism by which technology transition will be managed by the Institute. There are several technical objectives of the transfer of science and technology. A key objective of the Outreach Plan will be to bring together those generating the research with those likely to be able to exploit it, before the research is committed or even formulated. There are a number of directions by which a promising innovation may be exploited.

##### 3.1.3.4.1. Outreach to the Army

The first and most important aspect of the Outreach Plan will be the Institute's interaction with the Army and with industry. The Institute will be expected to coordinate on a frequent and regular basis with the Army's scientists and engineers that work to support the soldier. Of primary importance is the interface with the Army Research Laboratory (ARL) and the Natick Soldier Center (NSC). Information about these laboratories and their current activities may be found at <http://www.arl.army.mil/>, <http://www.natick.army.mil/>, and <http://www.sbcom.army.mil/>. For example, the establishment of a personnel exchange program would allow researchers from Army laboratories to work at the ISN facilities. The Outreach Plan should specify the various means by which research activities and results are communicated to and coordinated with the Army.

##### 3.1.3.4.2. Outreach to other Sponsored Research Activities

The Institute is also expected to interact cooperatively with all relevant Army, DoD, and other Federally-sponsored university and industrial research programs that bear on the mission of the Institute. The offeror will be expected to become familiar with other related research activities sponsored by the DoD (Multidisciplinary University Research Initiatives, Collaborative Technology Alliances, etc.) and other government agencies (NSF, NASA, DoE, DARPA, etc.). The offeror must become technically cognizant of the progress of these activities, and the potential impact of these activities, on the Research Plan. An aggressive Outreach Plan must identify these other activities, specify the types of coordination to be undertaken, outline a strategy for assessing research results from other centers, and incorporating them into the Institute. Indeed, it is envisioned that the Institute will serve as a hub to help assess and coordinate all extramural soldier-related nanotechnological research on behalf of the Army and will synergistically and cooperatively leverage these investments.

##### 3.1.3.4.3. Industrial Partners

The Institute will create cooperative partnerships with industry to ensure that the technical innovations emerging from the research will transition rapidly into militarily relevant



applications and result in producible technologies. Clearly, the Institute must work directly with its industrial partners in transitioning technology for potential large-scale manufacture. An outline of how such a technology transfer component might be integrated into the technical aspects of the program should be provided. The goal is for the Institute to join with the Army, other government customers, and the industrial partners to bring technology from the research program to a point where producibility can be demonstrated. The Outreach Plan must specify the types of interactions planned between the Institute and its industrial partners to ensure that developed nanotechnologies are manufacturable, practical, and affordable. In addition, the Outreach Plan should indicate the anticipated role of entrepreneurial activities that will be spawned in support of the Institute's mission. The Outreach Plan must address the efforts the UARC will take to seek out transition opportunities with industry, both existing and entrepreneurial, and how they will transfer the technology to their industrial partners.

#### 3.1.3.4.4. Outreach to Expand Base of Customers and Partners

An ancillary objective is for the Institute to increase its base of government customers and industrial partners. The Institute is expected to serve as a vehicle to respond to the Army or other government customers who have requirements for the expertise and/or results emerging from the research program. Because the outreach of the Institute will not be restricted to the Army, the Outreach Plan should outline activities to identify research needs and opportunities, and encourage research investment, of other government agencies and industrial partners.

#### 3.1.3.4.5. Education and Relevance

To accomplish some of the outreach objectives, it is anticipated that the offeror will propose such activities as seminars, symposia, workshops, special studies, and short courses. These should be specifically targeted at educating and training engineers and scientists from both the Army and industry on the latest developments and technological implications of the ongoing research. The Outreach Plan should clearly specify all such anticipated activities.

A critical role that the ISN will play is to grow the U.S. talent base in nanotechnology. Although foreign national graduate students and researchers are welcomed and expected to play a important role in the research, the ISN is strongly encouraged to recruit outstanding graduate students and post doctoral researchers who are U.S. citizens, perhaps through the creation of a fellowship program. The Outreach Plan should specify the plans by which potential U.S. citizen researchers are recruited to the ISN and how any ISN Fellowship program for U.S. citizens will be operated.

## **3.2. Program Management Volume**

### **3.2.1. Introduction**

The contractor is required to develop a five-year management plan to ensure that essential nanoscale related technology capabilities of particular importance to the Army are fostered, developed, and maintained. The plan shall include provisions for approving and modifying the research program to achieve the mission requirements of the Army. This plan is to include management of the Institute's research and technology transfer programs as well as cost controls and the development of a cost share program as industrial involvement develops. This plan shall incorporate a strategy for the inclusion of industry within the Institute and the management of research and development efforts including commercialization of the technology. The objective for this plan is to present an agenda that is scientifically sound and accountable, and ensures that the essential nanotechnologies of particular importance to the Army are

developed. This plan will incorporate interchanges on a regular schedule with the ARO program manager and with Army research personnel on a continuous basis by means of collaborations with Army staff. A majority of the research projects selected by the Institute should have vigorous and active technical collaborations with Army scientists and engineers. The plan will incorporate a means of providing periodic reporting to, and review by, higher level Army management officials. This approach is intended to accelerate the incorporation of new technologies arising from the Institute's research into Army systems development.

### **3.2.2. Internal UARC Organizational Structure and Plan**

The Management Plan will indicate the internal organizational structure through which the Institute will be managed. The roles of the director, key administrators, and research team leaders will be identified. The personnel organizational structure must be identified, including the anticipated total number and distribution of research and administrative personnel. Only those students, researchers, faculty, administrators, adjunct faculty, affiliates, consultants, and advisors associated with the host university may receive funding from the UARC. A plan to attract, appraise, and retain researchers over the duration of the Institute should be presented. A financial management plan must also be specified which indicates how monetary resources will be redistributed among researchers, administrators, and subcontractors in response to changing research results and opportunities.

The Management Plan will indicate how the Institute will report within the university system. Prior UARCs have reported directly to the provost of the university as a separate entity within the university organization. The university's vision of how the Institute will be created, manned, managed, and supported must be clearly specified. The role of the Institute in the university's strategic plan and long-range vision should be identified. Since the Institute will be a highly visible activity within the university community, attracting significant governmental and industrial interactions, the plan should indicate the role the university will play in supporting the Institute's activities coordinating with industrial sources in order to promote the total effort toward attaining the Army mission. The plan must also show how the university will connect with and leverage innovative research efforts involving parties external to the university, including small and small disadvantaged business.

### **3.2.3. UARC Research Management Plan**

The Management Plan must specify how the Institute, in coordination with the Army, will choose which research projects to pursue. It is anticipated that each research project will be reviewed and renewed annually. Individual Action Plans (IAP) should be drawn up at the start of projects to reflect protocols that will guide the tasks. Progress in relation to these action plans and corresponding time lines are to be reported and evaluated at regular project performance reviews. The Management Plan should indicate how research and development tasks will be defined from within the various technical disciplines in cooperation with selected representatives of the at-large scientific community, industry, and the Army.

The Management Plan must indicate how the quality of the research will be maintained. The means by which research projects and personnel are added to or removed from the Institute's portfolio should be clearly identified. A plan for annual external program reviews and periodic internal performance appraisals must be specified. The external program reviews will allow the Army to assess the progress and relevance of the research program and will be attended by the ARO program manager, principal Army collaborators, other government officials, and

representatives of each industrial partner. The management plan must outline the nature and scope of the offeror's approach for the external program review.

The internal reviews may take place through an internal oversight committee or other means as deemed appropriate by the university. To enable the university to garner outside expertise to assist in the construction, development, and maturation of the UARC, the university will be allowed to subcontract up to 10% of the Army funded amount of the base award for various consultants and advisors, including personnel from other universities or other not-for-profit organizations. Consultants may be used to assist the university in developing new capabilities, not currently available on campus. All work by consultants must be designed to develop or improve the UARC on-campus infrastructure, making the UARC more self-sufficient and responsive to Army needs.

Advisors may be used to help the UARC management assess the creativity, innovation, and responsiveness of the UARC. All work by advisors must be designed to help provide "honest broker" feedback, perhaps through the various performance review mechanisms, and should help the UARC improve its scientific and technological stature within the context of the larger scientific, governmental, and industrial communities.

It is important to note that there is no requirement for the university to hire such consultants or advisors, and an offeror will not be penalized for not proposing consultants or advisors. Conversely, a university will be penalized if it depends too strongly on such consultants or advisors, and a proposal will be considered non-responsive if the UARC budget proposes more than 10% of the Army funded amount of the base award for such subcontractors. All subcontracted activities and partnerships will be dynamic in nature and subject to the reviews and controls in the management plan.

#### **3.2.4. Technology Transition Management Plan**

Offerors must submit a Technology Transition Plan as part of their Management Proposal. It is anticipated that the planned \$50 million base amount provided to the UARC will result in a panoply of innovations in nanoscience and nanotechnology for soldier survivability. Promising innovations will need to be developed further with the industrial partners using anticipated additional funds for producibility demonstration. It will be essential to exchange scientific and technical information between the UARC and all relevant university, industrial, and governmental research activities, especially Army-funded ones, that will arise over the life of the Institute. Such transitions will raise issues of proprietary rights in technical data, computer software, and intellectual property. The following represents the basic requirements of the Technology Transition Plan, which will likely be incorporated into any resulting contract as the guide for any technology transition efforts engaged in by the UARC with the Army, industry, academia, and government entities.

##### **3.2.4.1. Interface with the Army**

The objective of any interface with the Army is to ensure the relevance of the research and to rapidly transition innovations derived from UARC research. The Technology Transition Management Plan must address the efforts the UARC will take to implement transition opportunities with the Army and the processes it will use to transfer the technology to the Army. It is expected that the Technology Transition Management Plan will clearly explain how research plans are to be developed and how Institute personnel will directly coordinate with the Army. To provide the Institute technical guidance and assistance in assessing the Army relevance of proposed research, the Army anticipates designating technical advisors from relevant Army

Laboratories and Centers. The plan will specify the administrative and personnel commitment to enable a thriving technology transition between the Army and the UARC.

#### 3.2.4.2. Interface with Other University and Government Sponsored Research Centers

It is essential that the UARC research program interact with other Army or DoD sponsored research efforts located at universities or at government laboratories. This includes ARO-sponsored single investigators, the DoD Multidisciplinary University Research Initiative (see: [http://www.onr.navy.mil/sci\\_tech/special/onrpgadh.htm](http://www.onr.navy.mil/sci_tech/special/onrpgadh.htm)), and the Army Research Laboratory's Collaborative Technology Alliances (see: <http://www.arl.army.mil/alliances/index.html>). The plan must provide a general approach for interacting with projects that are performing research in areas similar to or related to the UARC research plan. It must specify how it will both import and export technology breakthroughs between itself and the other research centers.

#### 3.2.4.3. Interface with Industry

The immediate objective of any interface with industry is to transition innovations derived from UARC research to industrial concerns with the capability to provide demonstrations of producibility. The ultimate objective is to incorporate these innovations into products to be used by future soldier system programs. To facilitate the technology transfer objectives of the Institute, it is the Army's intent to secure additional funding to help support industrial involvement (see Section 3.3). The Technology Transition Plan should make provisions for the use of these augmenting funds; however, there are no assurances that these funds will be available, and the Institute should be able to operate without them.

The proposal must detail industrial partners and the nature of the planned interaction. Documentation of the extent of commitment will be evaluated.

#### 3.2.4.4. Process for Handling Intellectual Property Issues

Questions regarding intellectual property rights in technical data, computer software, copyrights, and patents, and the protection of those rights, will arise in pursuing the Technology Transition Plan. The Plan must therefore address how the UARC proposes to handle such issues with the various entities with which it interfaces: industry, academia and government. Since the particularities of any technological transfer or collaboration is not yet known, it is sufficient to explain what issues would be considered and the mechanism for resolving disputes and protecting sensitive information.

(Note: This Institute is intended to work only on basic research topics, which are not, by definition, subject to National Security concerns. It is likely, however, that certain interactions with the Army and/or industry will lead to applied research and development projects that will involve the generation and handling of data that will need to be classified in the interests of national security. It is neither expected nor required that the university undertake classified research projects as part of this institute. When necessary, the Army will identify potentially sensitive projects and may require that adequate staffing with U.S. nationals be provided. Such investigations, using appropriate personnel, may be conducted at an affiliated Army or industrial research facility under the joint direction of ISN staff. In such cases, intellectual property issues will have to be considered in light of their impact on national security.)

### 3.3. University Commitment and Costs Volume

The University Commitment and Costs Volume will address all of the following elements. The budget submission should address only the base amount of \$50,000,000 of Army

funding along with any addition amounts of cost sharing offered. The discussion of commitment may include information relative to industrial commitment for transitioning to producible technologies, but in view of the uncertainty of specifics, estimating costs for subsequent task orders is not worthwhile.

#### 3.3.1.1. Dedicated Facilities and Infrastructure

The university commitment must include providing an appropriate dedicated facility for the Institute. A signed statement of this commitment must be obtained from the appropriate State, institutional, and/or university officials. The proposal shall be considered non-responsive if such a commitment is not clearly delineated in the University Commitment and Cost Volume. A description of the facility must be included and must be of sufficient detail to judge the appropriateness of the facility to house the Institute. This facility shall be in addition to any other cost sharing or co-investment plans that are proposed. All other university commitments to provide infrastructure for the UARC should also be detailed in the proposal.

#### 3.3.1.2. Co-Investment and Contributions

The University Commitment and Costs Volume shall clearly present the level and nature of contributions or co-investment offered. The presentation must indicate the source, nature, timing, and amount of contributions as well as documenting the binding commitment to provide the co-investment.

#### 3.3.1.3. Estimated Costs

The financial portion of the proposal should contain cost estimates sufficiently detailed for meaningful evaluation of the proposals. Offerors shall use ARO Form 99, Summary Proposal Budget obtainable at [http://www.aro.army.mil/forms/forms2.htm#fm\\_baa](http://www.aro.army.mil/forms/forms2.htm#fm_baa), to submit budget data. The total basic research costs will be evaluated for cost realism and reasonableness within funding constraints. For budget purposes, offerors shall use an award start date of 01 June 2002 and a program duration of five years. The budget must include annual breakdowns along with a total five year program budget. The budget must include the total cost of the project, as well as a breakdown of the amount by sources of funding (e.g., funds requested from the DoD agency and non-federal funds to be provided). The offerors may, at their discretion, structure the cost proposals presenting costs for the institute as a whole or they may present costs separately for management and for distinct research tasks. If costs are separated by tasks, a summary containing total costs of the program must be provided for each year and for the five year period.

#### 3.3.1.4. Subcontracting Plan

Offerors shall submit with their proposal a Subcontracting Plan. The Subcontracting Plan is to include provisions for subcontracting with Small, Small Disadvantaged, and Women-Owned Small Business Concerns. The plan shall conform to the requirements of FAR 19.704 and DFARS Subpart 226.70. The proposed plan and goals will be negotiated with all offerors determined to be within the competitive range. At the time of award, the plan will be incorporated into and made a material part of the contract. The successful offeror's Subcontracting Plan that must be approved by the contracting officer prior to award of the resulting contract. Compliance with that plan will be monitored during performance.

## **4. Eligibility**

Proposals may only be submitted by degree-granting universities located within the United States. The UARC is encouraged to interact with and involve Federal laboratories,

Federally Funded Research and Development Centers, and academic institutions that are federal government organizations (e.g., Naval Postgraduate School), but these entities may not submit proposals and may not receive funds awarded through this competition.

## **5. Instructions to Offerors**

### **5.1. Proposal Format Information**

The entire proposal shall be provided in three separate volumes, each bound separately in a manner suitable to facilitate handling and distribution. Each volume should be concise, utilizing one side of each page with no foldout pages. Specific page limitations are described below. Each proposal must be typed or printed (with type that is not smaller than 12 point on standard 8 1/2" X 11" paper with one (1) inch margins, 6 lines per inch). In addition, each of these volumes shall contain a table of contents that is included within the page limitations and recommended formats set forth below.

#### **5.1.1. Research Program Volume**

The pages included in the Research Program Volume shall be numbered. Offerors are advised that the Research Program Volume of the proposal shall not exceed 40 pages (including figures), plus a one-page vita per investigator. Offerors are cautioned that pages in excess of the 40-page limitation, and pages in excess of the 1 page limitation for the vitae, will not be included in the evaluation. Inclusion of research manuscripts and reprints is strongly discouraged and will be counted against the 40-page limit.

The layout of the Research Program Volume is recommended as follows:

- A. Table of Contents
- B. Executive Summary
- C. Research Plan
  1. Soldier Protection
  2. Materials Development and Processing
- D. Outreach Plan
  1. Outreach to the Army
  2. Outreach to other Sponsored Research Activities
  3. Industrial Partners
  4. Outreach to Expand Base of Customers and Partners
  5. Education and Relevance
- E. Brief (1 page) vitae for each investigator

#### **5.1.2. Program Management Volume**

The pages included in the Program Management Volume shall be numbered. Offerors are advised that the Program Management Volume of the proposal shall not exceed 40 pages (including figures), plus a one-page vita per for the Institute Director and each of the senior management staff. Offerors are cautioned that pages in excess of the 40-page limitation, and pages in excess of the 1 page limitation for the vitae, will not be included in the evaluation. The 40-page maximum does not include the Security Compliance Plan (if necessary).

The layout of the Program Management Volume is recommended as follows:

- A. Table of Contents
- B. Executive Summary
- C. Program Management Plan

1. Internal UARC Organizational Structure and Plan
2. UARC Research Management Plan
- D. Technology Transition Management Plan
  1. Interface with the Army
  2. Interface with other University and Government Research Centers
  3. Interface with Industry
  4. Intellectual Property Issues

### **5.1.3. University Commitment and Cost Volume**

There is no page limit for the University Commitment and Cost Volume.

The layout of the University Commitment and Cost Volume is recommended as follows:

- A. Table of Contents
- B. Executive Summary
- C. Dedicated Facilities and Infrastructure
- D. Contributions and Co-Investment
- E. Estimated Costs
- F. Sub-Contracting Plan

### **5.2. Marking of Proposals**

The proposal submitted in response to this solicitation may contain technical and other data that the offeror does not want disclosed to the public or used by the Government for any purpose other than proposal evaluation. Information contained in unsuccessful proposals will remain the property of the offeror except for that evidenced in the Proposal Cover Page and Project Summary. The Government may, however, retain copies of all proposals. Public release of information in any proposal submitted will be subject to existing statutory and regulatory requirements.

If proprietary information which constitutes a trade secret, proprietary commercial or financial information, confidential personal information, or data affecting the national security, is provided by a offeror in a proposal, it will be treated in confidence, to the extent permitted by law, provided that the following legend appears and is completed on the front of the proposal:

“For any purpose other than to evaluate the proposal, this data shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part, provided that if an award is made to the 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 agreement. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in page(s) \_\_\_\_\_ of this proposal.”

Any other legend may be unacceptable to the Government and may constitute grounds for removing the proposal from further consideration without assuming any liability for inadvertent disclosure. The Government will limit dissemination of properly marked information to within official channels. In addition, the pages indicated as restricted must be marked with the following legend:

“Use or disclosure of the proposal data on lines specifically identified by asterisk (\*) are subject to the restriction on the front page of this proposal.”

The Government assumes no liability for disclosure or use of unmarked data and may use or disclose such data for any purpose.

In the event that properly marked data contained in a proposal submitted in response to this solicitation is requested pursuant to the Freedom of Information Act, 5 USC 552, the offeror will be advised of such request and, prior to such release of information, will be requested to expeditiously submit to ARO a detailed listing of all information in the proposal which the offeror believes to be exempt from disclosure under the Act. Such action and cooperation on the part of the offeror will ensure that any information released by ARO pursuant to the Act is properly determined.

**5.3. Proposal Submission Information**

Proposals must be submitted according to the instructions contained herein. **Proposals in connection with this Solicitation are due by 2:00pm ET on 3 January 2002.**

The proposal must be submitted directly to the following address:

For USPS

U.S. Army Robert Morris Acquisition Center  
 Research Triangle Park Division  
 ATTN: AMSSB-ACR (Diane Hodor)  
 P.O. Box 12211  
 Research Triangle Park, NC 27709-2211

For FedEx, UPS etc.

U.S. Army Robert Morris Acquisition Center  
 Research Triangle Park Division  
 ATTN: AMSSB-ACR (Diane Hodor)  
 4300 S. Miami Blvd.  
 Durham, NC 27703-9142

Each proposal shall consist of the following:

PROPOSAL ITEM/VOLUME	NUMBER OF COPIES
Proposal Cover Sheet (ARO Form 51) with Authorized Signature(s)	Original and <u>1</u> copy
Research Program Summary (A brief, 1-2 page abstract that summarizes the content of the Research Program of the proposal.)	Original and <u>10</u> copies
Research Program Volume (to include Biographical Sketches)	Original and <u>10</u> copies
Program Management Volume(to include Biographical Sketches)	Original and <u>10</u> copies
University Commitment and Cost Volume	Original and <u>10</u> copies
Certifications (Section 8, Pages 21 – 34 of the BAA)	Original and <u>1</u> copy

**NOTE: There will be NO electronic submission of proposals in connection with this Program Announcement.**



#### **5.4. Submissions, Modifications and Withdrawals of Proposals**

- (a) Offerors are responsible for submitting proposals, and any revisions, and modifications, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. Offerors may use any transmission method authorized by the solicitation (i.e., regular mail, electronic commerce, or facsimile). If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposals are due.
- (b)
  - (1) Any proposal, modification, or revision, that is received at the designated Government office after the exact time specified for receipt of proposals is "late" and will not be considered unless it is received before award is made, the contracting officer determines that accepting the late proposal would not unduly delay the acquisition; and
    - (i) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (ii) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of proposals and was under the Government's control prior to the time set for receipt of proposals; or
    - (iii) It was the only proposal received.
  - (2) However, a late modification of an otherwise successful proposal, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
- (c) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.
- (d) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the Government office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
- (e) Proposals may be withdrawn by written notice at any time before award.
- (f) The contracting officer must promptly notify any offeror if its proposal, modification, or revision was received late, and must inform the offeror whether its proposal will be considered, unless contract award is imminent and the notice of award would suffice.
- (g) Late proposals and modifications that are not considered must be held unopened, unless opened for identification, until after award and then retained with other unsuccessful proposals.

#### **5.5. Military Recruiting on Campus**

This is to notify potential offerors that the contract awarded under this announcement to an institution of higher education shall include the clause: Defense Federal Acquisition Regulation Supplement (DFARS) 252.209-7005, Military Recruiting on Campus.

## 5.6. CCR Registration

In accordance with DOD policy, prospective contractors must be registered in the Department of Defense (DOD) CENTRAL CONTRACTOR REGISTRATION (CCR) DATABASE prior to award of a contract, basic agreement, basic ordering agreement, or blanket purchase agreement. By submission of an offer resulting from this Broad Agency Announcement (BAA), the offeror acknowledges the requirement that a prospective contractor must be registered in the CCR database prior to award, during performance, and through final payment of any contract resulting from this BAA.

## 5.7. Service of Protest

- (a) Protests, as defined in section 33.01 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Robert Morris Acquisition Center, 4300 South Miami Blvd., Durham, NC 27703-9142.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO

## 6. Evaluation Criteria and Selection Process

### 6.1. Introduction

The selection process will be conducted based upon a technical peer review as described in Federal Acquisition Regulation Subparts 6.102(d)(2) and 35.016. All information necessary for the review and evaluation of a proposal must be contained in the Research Program, Program Management, and the University Commitment and Cost Volumes. No other materials will be provided to the evaluators. The award will be based on an integrated assessment of each offeror's ability to satisfy this announcement's requirements. The Government anticipates discussions with offerors will be conducted; however, the Government reserves the right to make an award without discussions. A competitive range may be established for discussions. If discussions are held, offerors in the competitive range will be invited to submit Final Proposal Revisions, which will be evaluated using the same evaluation procedures as were used with the initial proposals. The Army, at its discretion, may visit proposed sites during the evaluation phase to verify information contained in the proposals. Any site visits will be coordinated with the offerors and are anticipated to be on or about the fourth week of January 2002. An award will not be made if, in the opinion of the Source Selection Authority, it is not in the Government's best interest. In such a case, the program may be re-competed at a later time. This solicitation is subject to the availability of funds.

### 6.2. Initial Compliance Review

Proposals will be subjected to an initial review to insure they comply with the following four criteria. If any one of the following questions is answered in the negative the proposal will be rejected and no further evaluation will take place.

1. Does the proposal address each element of the Research Program, Program Management, and University Commitment and Cost sections of the BAA?
2. Does the proposal include an appropriate dedicated facility for housing the ISN?
3. Does the proposal contain evidence of significant industrial linkages in its research outreach plan to industry?

4. Is the total cost proposed for subcontracting for various consultants and advisors, including personnel from other universities and other not-for-profit organizations 10% or less of the Army funded amount of the base award?

### **6.3. Relative Importance of Factors and Subfactors**

The Research Program Volume is significantly more important than the Program Management Volume and the University Commitment and Cost Volume is significantly less important than the Program Management Volume.

Within the Research Program the two research areas (Soldier Protection and Materials Development and Processing) and the Outreach Plan are each of equal importance.

Within the Program Management Plan the Internal UARC Organizational Structure and Plan, the UARC Research Management Plan and the Technology Transition Management Plan are each of equal importance.

Within the cost volume the costs will be evaluated for cost realism and reasonableness and all criteria are of equal importance.

### **6.4. Evaluation of the Research Program**

#### **6.4.1. Research Plans**

The Research Plan evaluation will be based primarily on the following criteria, both of equal importance:

1. Scientific and technical merits of the proposed research; and
2. Potential contribution of the research to nanoscience and the Army's future mission.

Another evaluation criteria, of lesser importance, is:

3. Experience and qualifications of the principal investigator, other key research personnel, (including on-site industry researchers) and the institution sponsoring the proposal.

#### **6.4.2. Outreach Plan**

The Outreach Plan evaluation will be based on the following criteria, all of which are of equal importance:

1. Outreach to the Army
2. Outreach to other Sponsored Research Activities
3. Industrial Partners
4. Outreach to Expand Base of Customers and Partners, and
5. Education and Relevance

The evaluation team will examine each of the individual categories to determine if the proposed plan meets the objectives of this solicitation.

### **6.5. Evaluation of Program Management**

#### **6.5.1. Internal UARC Organizational Structure and Plan**

The Internal UARC Organizational Structure and Plan evaluation will be based on the following criteria, both of which are of equal importance:

1. Qualifications of key management personnel to include their qualifications, capabilities, availability, and the experience of the offeror's research and management personnel individually and as a whole, their relevant past accomplishments, and their demonstrated ability to achieve the proposed technical objectives.

2. The adequacy of the proposed administration/management support infrastructure to accomplish the objectives of the management and research plans, including the amount of administrative and management support provided by the host university and the visibility of the ISN within the university structure.

### **6.5.2. UARC Research Management Plan**

The UARC Research Management Plan evaluation will be based on the following criteria, all of which are of equal importance:

1. Adequacy of the plans for defining, approving and modifying research tasks including the procedures for strategizing the development of tasks within the various technical disciplines and the manner in which representatives of the scientific community at large and the government researchers are utilized in planning and approving research objectives.
2. Adequacy of performance review procedures with emphasis on targeting outcomes at all project stages to guide continuous process improvement and measure effectiveness and quality through the use of internal and external reviews.
3. Adequacy of plans for linking work conducted at the ISN with commercial sources and connecting with and leveraging innovative research efforts involving parties external to the university to include small, small disadvantaged, and small women owned businesses.

### **6.5.3. Technology Transition Management Plan**

The Technology Transition Management Plan will be evaluated on adequacy and completeness of the plans in the following four categories, all of which are of equal importance:

1. Interface with the Army
2. Interface with other University and Government Research Centers
3. Interface with Industry
4. Intellectual Property Issues

The evaluation team will examine each of the individual categories to determine if the proposed plan meets the objectives of this solicitation.

### **6.6. Evaluation of University Commitment and Cost**

The University Commitment and Cost evaluation will be based on the following criteria, which are of equal importance:

1. The adequacy and appropriateness of the proposed dedicated facility.
2. The realism and reasonableness of the proposed budget in light of the research proposed.
3. The extent of university and/or industrial commitment, either monetary or in-kind.
4. The adequacy of the sub-contracting plan.

### **7. Contract Clauses Award Document Information**

The intended award document will follow the Uniform Contract Format and will be issued on a Standard Form 26. A model of Part II – Contract Clauses, Section I, is made available for your information at the following web site:

<http://www.arl.army.mil/aro/soldiernano/index.htm>. The contract will incorporate clauses in full text and by reference, the full text of a clause may be accessed electronically at this address: <http://web1.deskbook.osd.mil/>.

## 8. Certifications

Representations, Certifications and Other Statements of Offerors or Respondents

### **FAR 52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991) (DEVIATION).**

- (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.

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

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern 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.

### **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 declared ineligible for the award of contracts by any Federal agency;
      - (B) Have , have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
      - (C) Are , are not  presently indicted for, or otherwise criminally or civilly charged by a 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 3-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 non-responsible.
- (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.

**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,  
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

**FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (Oct 2000)**

- (a)
  - (1) The North American Industry Classification System (NAICS) code for this acquisition is 541710.
  - (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 [*check applicable block*] 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 [*check applicable block*], 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 [*check applicable block*] 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 [*check applicable block*] 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 [*check applicable block*] a service-disabled veteran-owned small business concern.
- (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) 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.
  - (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)

**FAR 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS (OCT 1999).**



- (a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) *Representations.*
- (1) *General.* The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- (i)  It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
    - (A) No material change in disadvantaged ownership and control has occurred since its certification;
    - (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
    - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
  - (ii)  It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2)  *For Joint Ventures.* The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.]*
- (c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall--
- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

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

The Offeror represents that--

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

**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.

**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.

**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.

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

- (a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:
- (1) Name and address of licensor.
  - (2) Date of license agreement.
  - (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
  - (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
  - (5) Percentage or dollar rate of royalty per unit.
  - (6) Unit price of contract item.
  - (7) Number of units.
  - (8) Total dollar amount of royalties.
- (b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the Offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

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

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

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

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

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

- (a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.
- (b) Any Offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the Offeror's proposal under this solicitation unless the Offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the Offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

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

- (c) Check the appropriate box below:

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

- (i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

Date of Disclosure Statement:

Name and Address of Cognizant ACO 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 Disclosure Statement was filed as follows:

Date of Disclosure Statement:

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

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

- (3)  Certificate of Monetary Exemption. The Offeror hereby certifies that the Offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.
- (4)  Certificate of Interim Exemption. The Offeror hereby certifies that (i) the Offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the Offeror is not yet required to submit a Disclosure Statement. The Offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the Offeror will immediately submit revised a certificate to the Contracting Officer, in the form specified under subparagraphs (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of completed Disclosure Statement.

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

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

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

- The Offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the Offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the Offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The Offeror further certifies that if such status changes before an award resulting from this proposal, the Offeror will advise the Contracting Officer immediately.

CAUTION: An Offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract

of \$50 million or more or if, during its current cost accounting period, the Offeror has been awarded a single CAS-covered prime contract or subcontract of \$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 paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

YES                       NO

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

(a) Definitions.

As used in this provision --

- (1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.
- (2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include : Cuba, Iran, Iraq, 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.

**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 or influence the election, appointment, or tenure 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 of 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 company 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

**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).

**DFARS 252.225-7018 NOTICE OF PROHIBITION OF CERTAIN CONTRACTS WITH FOREIGN ENTITIES FOR THE CONDUCT OF BALLISTIC MISSILE DEFENSE RDT&E (JAN 1997).**

- (a) Definitions.
  - (1) "Competent" means the ability of an offeror to satisfy the requirements of the solicitation. This determination is based on a comprehensive assessment of each offeror's proposal including consideration of the specific areas of evaluation criteria in the relative order of importance described in the solicitation.
  - (2) "Foreign firm" means a business entity owned or controlled by one or more foreign nationals or a business entity in which more than fifty percent (50%) of the stock is owned or controlled by one or more foreign nationals.
  - (3) "U.S. firm" means a business entity other than a foreign firm.
- (b) This provision implements Section 222 of the Defense Authorization Act for FYs 1988 and 1989 (Pub. L. 100-180) prohibiting the award of certain contracts, for the conduct of Ballistic Missile Defense (BMD) Program research, development, test, or evaluation (RDT&E), to foreign governments or firms.
- (c) Except as provided in paragraph (d) of this provision, any funds appropriated to, or for the use of, the DoD, may not be used to enter into or carry out any contract, including any contract awarded as a result of a broad agency announcement (BAA), with a foreign government or firm if the contract provides for the conduct of RDT&E in connection with the BMD. Foreign governments and firms, however, are encouraged to submit offers since this provision is not intended to restrict BMD access to unique foreign expertise when contract performance requires a level of competency unavailable in the United States.
- (d) The prohibition does not apply to a foreign government or firm if--
  - (1) The contract will be performed within the United States;



- (2) The contract is exclusively for RDT&E in connection with antitactical ballistic missile systems;
- (3) The foreign government or firm agrees to share a substantial portion of the total contract cost. The foreign share is considered substantial where it is equitable with respect to the relative benefits to be derived from the contract by the United States and the foreign parties. For example, if the contract is more beneficial to the foreign party, its share of the costs should be correspondingly higher; or
- (4) The U.S. Government determines that the contract cannot be competently performed by a U.S. firm at a price equal to or less than the price at which the RDT&E can be performed by a foreign government or firm.
- (e) The Offeror  is  is not a U.S. firm.

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

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

**FAR 52.215-7 ANNUAL REPRESENTATIONS AND CERTIFICATIONS -- NEGOTIATION (OCT 1997).** (*Applicable only if 52.215-7 is included in the solicitation.*)

The Offeror has [check the appropriate block]:

- (a)  Submitted to the contracting office issuing this solicitation, annual representations and certifications dated *[insert date of signature on submission]* that are incorporated herein by reference, and are current, accurate, and complete as of the date of this proposal, except as follows *[insert changes that affect only this proposal; if "none", so state]*: .
- (b)  Enclosed its annual representations and certifications.

**DFARS 252.225-7017 PROHIBITION ON AWARD TO COMPANIES OWNED BY THE PEOPLE'S REPUBLIC OF CHINA (FEB 2000).** (*Applicable only if 252.225-7017 is included in the solicitation.*)

- (a) Definition. "People's Republic of China," as used in this provision, means the government of the People's Republic of China, including its political subdivisions, agencies, and instrumentalities.
- (b) Prohibition on award. Section 8120 of the Department of Defense Appropriations Act for fiscal year 1999 (Pub. L. 105-262), as amended by Section 144 of Title I, Division C, of the Omnibus Consolidated and Emergency Supplemental Appropriations Act, 1999 (Pub. L.

105-277), prohibits the award of a contract under this solicitation to any company in which the Director of Defense Procurement (Office of the Under Secretary of Defense (Acquisition, Technology, and Logistics)) has determined that the People's Republic of China or the People's Liberation Army of the People's Republic of China owns more than 50 percent interest.

- (c) Representation. By submission of an offer, the Offeror represents that the People's Republic of China or the People's Liberation Army of the People's Republic of China does not own more than 50 percent interest in the Offeror.

**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)