

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER  N00173-98-R-RS03	2. <i>(X one)</i>
	<input type="checkbox"/> a. SEALED BID
	<input checked="" type="checkbox"/> b. NEGOTIATED (RFP)
	<input type="checkbox"/> c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including ZIP Code)**

Contracting Officer  
Code 3250  
Naval Research Laboratory - SSC  
Stennis Space Center, MS 39529-5004

**4. ITEMS TO BE PURCHASED (Brief description)**

APPLICATION SPECIFIC INTEGRATED CIRCUITS

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/>	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

**6. ADDITIONAL INFORMATION**

THE NAVAL RESEARCH LABORATORY CONTRACTING DIVISION ISSUES SOLICITATIONS AND AMENDMENTS TO SOLICITATIONS ELECTRONICALLY VIA THE INTERNET AT THE FOLLOWING WEBSITE:

HTTP://HERON.NRL.NAVY.MIL/CONTRACTS/HOME.HTM

ANY AMENDMENTS TO THIS SOLICITATION WILL BE POSTED AT THE WEBSITE REFERENCED PREVIOUSLY. AMENDMENTS WILL NOT BE DISTRIBUTED BY ANY OTHER MEANS. IT IS THE RESPONSIBILITY OF POTENTIAL OFFERORS TO PERIODICALLY REVIEW THE WEBSITE FOR AMENDMENTS TO THIS SOLICITATION.

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial) <b>SEWELL, RICHARD D.</b>	b. ADDRESS (Include Zip Code) Contracting Officer (Code 3250) Naval Research Laboratory - SSC Stennis Space Center, MS 39529-5004
c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) 601-688-5784	

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
YES	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.	
10. RESPONDING FIRM			
a. COMPANY NAME		b. ADDRESS <i>(Include Zip Code)</i>	
c. ACTION OFFICER			
(1) Typed or Printed Name <i>(Last, First, Middle Initial)</i>	(2) Title	(3) Signature	(4) Date Signed <i>(YYMMDD)</i>

DD FORM 1707 REVERSE, MAR 90

FOLD

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FROM Contracting Officer  
Code 3250  
Naval Research Laboratory - SSC  
Stennis Space Center, MS 39529-5004

AFFIX  
STAMP  
HERE

SOLICITATION NUMBER N00173-98-R-RS03	
DATE <i>(YYMMDD)</i> 03 AUG 1998	LOCAL TIME 3:30 P.M.

TO

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-S10</b>	PAGE OF <b>1   43</b> PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-98-R-RS03</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>02 JUL 98</b>	6. REQUISITION/PURCHASE NO.
7. ISSUED BY Procuring Contracting Officer, Code 3235:RDS Naval Research Laboratory - SSC Department of the Navy Stennis Space Center, MS 39529-5004			CODE <b>N00173</b>	8. ADDRESS OFFER TO (If other than Item 7)	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

**SOLICITATION**

9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 1100, SSC, MS 39529-5004 until 3:30 local time 03 AUG 1998  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Richard D. Sewell</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(228) 688-5784</b>
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**11. TABLE OF CONTENTS**

(✓)	SEC.	DESCRIPTION	PAGE(S)	(✓)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	9 - 13
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	13
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13 - 34
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4 - 5				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6 - 7	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	34 - 41
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	8	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	41 - 43

**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION		
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)		ITEM
<input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )				
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 28, or by other authorized official written notice.

## PART I - THE SCHEDULE

## SECTION B

## SUPPLIES OR SERVICES AND PRICES/COSTS

## B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
0001	The Contractor shall perform the work as described in Section C.	1	JOB \$	_____	\$ _____
0001AA	Application Specific Integrated Circuit (ASIC) Prototype Design	1	JOB	NSP	NSP
0001AB	ASIC Prototype Fabrication efforts	1	JOB	NSP	NSP
0001AC	ASIC Prototype Testing efforts	1	JOB	NSP	NSP
0002	ASIC Production Run	1000	EA	\$ _____	\$ _____
0003	ASIC Production Run Testing	1	JOB \$	_____	\$ _____
0004	Documentation, Reports and Data in accordance with Exhibit A, DD 1423 Contract Data Requirements List.	1	LOT	NSP	NSP
TOTAL DOLLAR AMOUNT FOR CLINs*:					\$ _____

\*CONTRACT LINE ITEM NUMBER

## SECTION C

### DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

**C-1** Items to be furnished and work to be performed under this contract shall comply with (a) Attachment 1 --Specifications, (b) DD Form 1423 – Contract Data Requirements List, and all other Attachments cited in Section J of this solicitation, which are incorporated by reference into Section C.

### **C-2** REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

## SECTION D

### PACKAGING AND MARKING

**D-1** Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

**D-2** The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

## SECTION E

### INSPECTION AND ACCEPTANCE

### **E-1** INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.246-2	- Inspection of Supplies – Fixed Price (AUG 1996)
52.246-16	- Responsibility For Supplies (APR 1984)

<u>DFARS CLAUSE</u>	<u>TITLE</u>
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252.246-7000	- Material Inspection And Receiving Report (DEC 1991)
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### **E-2** INSPECTION AND ACCEPTANCE

Inspection and acceptance must be accomplished by the Technical Manager or COR designated in Section G of this contract within seven (7) days after delivery. Inspection and acceptance will be performed at the Naval Research Laboratory, Stennis Space Center, MS 39529-5004.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:**

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.211-16	- Variation in Quantity (APR 1984) – The permissible variation shall be limited to Percent increase/decrease ( <u> 0% </u> )
52.211-17	- Delivery Of Excess Quantities (SEP 1989)
2.242-15	- Stop-Work Order (AUG 1989)
52.242-17	- Government Delay Of Work (APR 1984)
52.247-34	- F.O.B. Destination (NOV 1991)

**F-2 FAR 52.211-8 TIME OF DELIVERY (JUN 1997)**

(a) The Government requires delivery to be made according to the following schedule:

**REQUIRED DELIVERY SCHEDULE**

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
0001AA	1	60 DAYS
0001AB	1	120 DAYS
0001AC	1	150 DAYS
0002	1000	01 FEB 1999
0003	1	01 MAR 1999
0004	1	I.A.W. DD FORM 1423 (SEE ATTACHMENT 1)

(I.A.W. = In Accordance With)

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule of the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

**OFFEROR'S PROPOSED DELIVERY SCHEDULE**

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ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT
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0001AA  
0001AB  
0001AC  
0002  
0003  
0004

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

**F-3 PLACE OF DELIVERY – FOB DESTINATION**

The Contractor shall deliver supplies, all transportation charges paid, to the destination provided below, in accordance with the clause in Section F entitled FAR 52.247-34 – FOB Destination (NOV 1991).

Receiving Officer  
Naval Research Laboratory  
Contract Number \_\_\_\_\_  
Code \_\_\_\_\_  
Building \_\_\_\_\_, Room \_\_\_\_\_, Phone \_\_\_\_\_  
Bldg. 49  
4555 Overlook Avenue, SW  
Washington, DC 20375-5320

**SECTION G**

**CONTRACT ADMINISTRATION DATA****G-1 PROCURING OFFICE REPRESENTATIVE**

In order to expedite administration of this contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters –Richard D. Sewell, Code 3235 , (228) 688-5784, DSN 485-5784, or Telecopier  
(228) 688-6055

Security Matters -Mr. Charles Rogers, Code 1221, (202)767-2240, DSN 297-2240

Safety Matters - Mr. Kirk J. King, Code 1240, (202)767-2232, DSN 297-2232

Patent Matters - Mr. Thomas McDonnell, Code 3008.2, (202) 767-3427, DSN 297-3427

Release of Data - Mr. Richard L. Thompson, Code 1230, (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington, DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

**G-2 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS**

\* is hereby designated the cognizant Technical Manager who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The Technical Manager is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Technical Manager does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The Technical Manager, after review and signature of the "Material Inspection and Receiving Report, DD Form 250, If applicable, will forward a copy to the Administrative Contracting Officer.

(\* To be filled in at time of award)

**G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)**

(a) "Invoices" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250,

as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

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

(e) The contractor shall prepare:

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

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

either of the above.

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

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be filled in at time of award)

**G-4 ACCOUNTING AND APPROPRIATION DATA**

(To be filled in at time of award)

## **SECTION H**

### **SPECIAL CONTRACT REQUIREMENTS**

#### **H-1 TYPE OF CONTRACT**

The Government contemplates award of a firm-fixed price supply type contract.

#### **H-2 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY**

Information technology delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002. The phrase "Information Technology" is defined at FAR 2.101.

#### **H-3 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

**PART II - CONTRACT CLAUSES****SECTION I****CONTRACT CLAUSES****I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www-far.npr.gov/References/References.html>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES****FAR CLAUSE    TITLE**

- 52.202-1 - Definitions (OCT 1995)
- 52.203-3 - Gratuities (APR 1984)
- 52.203-5 - Covenant Against Contingent Fees (APR 1984)
- 52.203-6 - Restrictions On Subcontractor Sales To The Government (JUL 1995)
- 52.203-7 - Anti-Kickback Procedures (JUL 1995)
- 52.203-8 - Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
- 52.203-10 - Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
- 52.203-12 - Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
- 52.204-4 - Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
- 52.207-5 - Option To Purchase Equipment (FEB 1995)
- 52.209-6 - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
- 52.211-5 - Material Requirements (OCT 1997)
- 52.211-15 - Defense Priority and Allocation Requirements (SEP 1990)
- 52.215-2 - Audit And Records-Negotiation (AUG 1996)
- 52.215-8 - Order of Precedence - Uniform Contract Format (OCT 1997)
- 52.215-14 - Integrity of Unit Prices (OCT 1997)
- 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.219-8 - Utilization Of Small, Small Disadvantaged and Women-Owned Small Business Concerns (JUN 1997)
- 52.219-16 - Liquidated Damages - Subcontracting Plan (OCT 1995)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 1995)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (APR 1984) (DEVIATION)

- 52.222-26 - Equal Opportunity (APR 1984) (DEVIATION)
- 52.222-29 - Notification Of Visa Denial (APR 1984) (DEVIATION)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Handicapped Workers (APR 1984)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-3 - Buy American Act - Supplies (JAN 1994)
- 52.225-10 - Duty-Free Entry (APR 1984)
- 52.225-11 - Restrictions On Certain Foreign Purchases (OCT 1996)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (SEP 1996)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1991)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-4 - Consistency In Cost Accounting Practices (AUG 1992)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 1996)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-16 - Progress Payments (JUL 1991)
- 52.232-16 - Progress Payments (JUL 1991) Alternate I (AUG 1987)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.233-1 - Disputes (OCT 1995)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984)  
(fill in 30)
- 52.244-1 - Subcontracts (Fixed-Price Contracts) (OCT 1997)
- 52.244-5 - Competition In Subcontracting (DEC 1996)

- 52.245-1 - Property Records (APR 1984)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.246-18 - Warranty of Supplies of a Complex Nature (APR 1984)
- 52.246-24 - Limitation Of Liability - High-Value Items (FEB 1997)
- 52.247-63 - Preference For U.S.-Flag Air Carriers (JAN 1997)
- 52.247-66 - Returnable Cylinders (MAY 1994)
- 52.248-1 - Value Engineering (MAR 1989)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

### DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Special Prohibition On Employment (JUN 1997)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7002 - Payment For Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7003 - Compliance With Veterans' Employment Reporting Requirements (MAR 1998)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.211-7005 - Substitutions For Military Or Federal Specifications And Standards (AUG 1997)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7004 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (MAR 1998)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference for Certain Domestic Commodities (SEP 1997)
- 252.225-7021 - Trade Agreements (MAR 1998)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7026 - Reporting of Contract Performance Outside the United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non-Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)

- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7018 - Rights In Noncommercial Technical Data And Computer Software--Small Business Innovation Research (SBIR) Program (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Certification Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7004 - DoD Progress Payment Rates (FEB 1996)
- 252.232-7009 - Payment By Electronic Funds Transfer (CCR) (JUN 1998)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.246-7001 - Warranty Of Data (DEC 1991) Alternate II (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
- 252.248-7000 - Preparation of Value Engineering Change Proposals (MAY 1994)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

**I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)**

(a) Definitions.

“Ozone-depleting substance”, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), including but not limited to hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable) \_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

\* The Contractor shall insert the name of the substance(s).

**I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause ), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Specifications – 5 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements – 2 Pages And Enclosure (1) - Instructions For Distribution – 2 Pages, and with ASAT, Inc. 52-lead thin plastic quad flat pack drawing

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

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

**K-1** The following Representations, Certifications, and Other Statements Of Offerors Or Respondents are incorporated by reference with the same force and effect as if they were given in full text.

**FAR CLAUSE      TITLE**

52.203-11 - Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (APR 1991)

**DFARS CLAUSE      TITLE**

252.209-7001 - Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998)

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

(a) *Definitions.*

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

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

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

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of a Federal, state, or local government;
- Other. State basis. \_\_\_\_\_

(d) *Corporate Status.*

- Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;
- Other corporate entity;
- Not a corporate entity;
  - Sole proprietorship
  - Partnership
  - Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

- Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
- Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K-3 FAR 52.203-2 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)**

(a) The offeror certifies that:

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

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

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

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

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

(2) (i) Has been authorized, in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

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\_\_\_\_\_ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];

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

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

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

**K-4 FAR 52.204-5 - WOMEN-OWNED BUSINESS (OCT 1995)**

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

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

**K-5 FAR 52.207-4 - ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)**

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

**OFFEROR RECOMMENDATIONS**

<u>ITEM</u>	<u>QUANTITY</u>	<u>PRICE QUOTATION</u>	<u>TOTAL</u>

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit it with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

**K-6 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. The Offeror and/or any of its Principals-

(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.

**K-7 FAR 52.215-4 -TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

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

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

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

**K-8 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

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**K-9 FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)**

(a)

(1) The standard industrial classification (SIC) code for this acquisition is\_\_\_\_\_.

(2) The small business size standard is \_\_\_\_\_.

(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) *Representation.*

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

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

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

(c) *Definitions.* “Small business concern”, as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in CFR Part 121 and the size standard in paragraph (a) of this provision.

“Small disadvantaged business concern”, as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets requirements of 13 CFR Part 124.

“Women-owned small business concern”, as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any

publicly owned business , at least 51 percent of the stock of which is owned by one ore more women;  
and

(2) Whose management and daily business operations are controlled by one ore more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-10 FAR 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)  
(DEVIATION)**

The offeror represents that--

(a) It  has,  has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation,

(b) It  has,  has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-11 FAR 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that --

(a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-12 FAR 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

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

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

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

**K-13 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.

**K-14 52.225-1 - BUY AMERICAN CERTIFICATE (DEC 1989)**

The offeror certifies that each end product, except those listed below, is a domestic end product (as defined in the clause entitled "Buy American Act - Supplies"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**K-15 52.226-2 - HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

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

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) *Representation.* The offeror represents that it--

is  is not a Historically Black College or University;

is  is not a Minority Institution.

(End of provision)

**K-16 FAR 52.227-6 - ROYALTY INFORMATION (APR 1984)**

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or

charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K-17 FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998)**

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

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

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

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

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, 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 Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

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

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

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

(2) *Certificate of Previously Submitted Disclosure Statement*

The offeror hereby certifies that 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 national defense prime contracts and subcontracts subject to CAS totaling more than \$25 MILLION (of which at least one award exceeded \$1 MILLION) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Office 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 \$25 MILLION or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 MILLION in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 MILLION. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 MILLION or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 MILLION or more.

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

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

YES       NO

*Alternate I (APR 1996).*

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 3303.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

**K-18 DFARS 252.217-7026 - IDENTIFICATION OF SOURCES OF SUPPLY (NOV 1995)**

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line items	National Stock No.	Commercial item (Y or N)	Sources of Supply			Actual Mfg.?
			Company	Address	Part No.	
(1)	(2)	(3)	(4)	(4)	(5)	(6)

(1) List each deliverable item of supply and item of technical data.

(2) If there is no national stock number, list "none."

(3) Use "Y" if the item is a commercial item; otherwise, use "N". If "Y" is listed, the Offeror need not complete the remaining columns in the table.

(4) For items of supply, list all sources. For technical data, list the source.

(5) For items of supply, list each source's part number for the item.

(6) Use "Y" if the source of supply is the actual manufacturer; "N" if it is not; and "U" if unknown.

**K-19 DFARS 252.219-7000 - SMALL DISADVANTAGED BUSINESS CONCERN REPRESENTATION (DOD CONTRACTS) (JUN 1997)**

(a) *Definition.*

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

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.*

Check the category in which your ownership falls--

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

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

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

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

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

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

\_\_\_\_\_ Other

(c) *Certifications.*

Complete the following--

- (1) The Offeror is \_\_\_ is not \_\_\_ a small disadvantaged business concern.
- (2) The Small Business Administration (SBA) has \_\_\_ has not \_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the Offeror--  
 \_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.  
 \_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.*

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

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

**K-20** DFARS 252.219-7006 - NOTICE OF EVALUATION PREFERENCE FOR SMALL DISADVANTAGED BUSINESS CONCERNS (JUN 1997)

(a) *Definitions.*

"Historically black colleges and universities," as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institutions," as used in this clause, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

"Small disadvantaged business concern", as used in this clause, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Disadvantaged Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means

a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR 124.112 or 13 CFR 124.113, respectively.

"United States," as used in this clause, means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, or the District of Columbia.

(b) *Evaluation preference.*

- (1) Offers will be evaluated by adding a factor of ten percent to the price of all offers, except--
  - (i) Offers from small disadvantaged business concerns, which have not waived preference;
  - (ii) Offers from historically black colleges and universities or minority institutions, which have not waived the preference;
  - (iii) Otherwise successful offers of--
    - (A) Eligible products under the Trade Agreements Act as when the dollar threshold for application of the Act is exceeded;
    - (B) Qualifying country end products (as defined in the Defense Federal Acquisition Regulations Supplement clause at 252.225-7001, Buy American Act and Balance of Payments Program); and
  - (iv) Offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.
- (2) The ten percent factor will be applied on a line item by line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation will be applied before application of the ten percent factor. The ten percent factor will not be applied if using the preference would cause the contract award to be made at a price which exceeds the fair market price by more than ten percent.

(c) *Waiver of evaluation preference.*

A small disadvantaged business, historically black college or university, or minority institution offeror may elect to waive the preference, in which case the ten percent factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) do not apply to offers which waive the preference.

\_\_\_\_\_ Offeror elects to waive the preference

(d) *Agreements.*

- (1) A small disadvantaged business concern, historically black college or university, or minority institution offeror, which did not waive the preference, agrees that in performance of the contract in the case of a contract for --

- (i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern.
  - (ii) Supplies, (other than procurement from a regular dealer in such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern.
  - (iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
  - (iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.
- (2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small disadvantaged business concerns, historically black colleges or universities, or minority institutions.
- (3) Upon request, a historically black college or university or minority institution offeror will provide the Contracting Officer evidence that it has been determined to be an HBCU or MI by the Secretary of Education.

ALTERNATE I (JUN 1997)

(d) (2) A small disadvantaged business, historically black college or university, or minority institution regular dealer submitting an offer in its own name agrees to furnish in performing this contract only end items manufactured or produced in the United States by small business concerns, historically black colleges or universities, or minority institutions.

**K-21** DFARS 252.225-7000 - BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM  
CERTIFICATE (DEC 1991)

(a) *Definitions.*

“Domestic end product”, “qualifying country”, “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that--

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

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

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

QUALIFYING COUNTRY END PRODUCTS

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products)

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

NONQUALIFYING COUNTRY END PRODUCTS

Line Item No.	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

**K-22** DFARS 252.225-7003 - INFORMATION FOR DUTY-FREE ENTRY EVALUATION (MAR 1998)

(a) Does the offeror propose to furnish --

(1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry --Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry --Eligible End Products clause of this solicitation?

YES ( )

NO ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

YES ( )

NO ( )

(2) Has the duty on such foreign supplies been paid?

YES ( )

NO ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_.

(c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

Alternate I (MAR 1998)

(a) Does the offeror propose to furnish a U. S. made end product with nonqualifying country components for which the offeror requests duty-free entry?

YES ( )

NO ( )

**K-23** DFARS 252.225-7020 - TRADE AGREEMENT CERTIFICATE (MAR 1998)

(a) Definitions. Caribbean Basin country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U. S. made end product have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.

(c) Certifications. (1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c) (2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end product:

Insert Line item number

Insert country of origin

**K-24** DFARS 252.226-7001 - HISTORICALLY BLACK COLLEGE AND UNIVERSITY AND MINORITY INSTITUTION CERTIFICATION (APR 1994)

(a) *Definitions.*

"Historically black colleges and universities," as used in this provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institutions," as used in this provision, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 321(b) of the Higher Education Act of 1965 (20 U.S.C. 1058). The term also means any nonprofit research institution that was an integral part of a historically black college or university before November 14, 1986.

(b) *Certification.*

The Offeror certifies that it is--

\_\_\_\_\_A historically black college or university

\_\_\_\_\_A minority institution

(c) *Notification.*

Notify the Contracting Officer before award if your status as a historically black college or university or minority institution changes.

**K-25** 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.

**K-26** COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is \_\_\_\_\_.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

## SECTION L

### INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

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

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www-far.npr.gov/References/References.html>

<http://heron.nrl.navy.mil/contracts/home.htm>

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.204-6	-	Data Universal Numbering System (DUNS) Number (APR 1998)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)

#### **L-2 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below

#### **L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

Any contract awarded as a result of this solicitation will be a  DX rated order;  DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

#### **L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Firm Fixed Price Supply contract resulting from this solicitation.

**L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

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

**L-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)**

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
- (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

**L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and

Computer Software--Small Business Innovative Research (SBIR) Program clause.

- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****.	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date \_\_\_\_\_

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

Signature \_\_\_\_\_

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

**L-8 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.

**L-9 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless provided for in the solicitation.

**L-10 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

## L-11 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

### PART 11.A – GENERAL

- (1) Offerors are advised of the possibility that award may be made on the basis of initial proposals without written or oral discussions. Therefore, proposals should be submitted on the most favorable terms from a price and technical standpoint.
- (2) Offerors shall submit a completed solicitation document.

(3) In addition to a completed solicitation document, proposals shall be submitted in two readily separable volume, one original and five copies of Volume I – Technical/Management Proposal, and one original and two copies of Volume II – Cost/Price proposal. Volume I shall include all data and information required for evaluation, excluding all references to cost and pricing data (see Section L 11.B below). Volume II shall include the completed solicitation document and a complete and detailed cost/price breakdown (see Section L 11.C below).

(4) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

**RFP No. N00173-98-R- RS03**  
**Closing Date:**  
**(As specified in Block 9, RFP face page)**  
**Naval Research Laboratory (NRL-SSC)**  
**Attn: Code 3235**  
**Stennis Space Center, MS 39529-5004**

### PART L.11.B - TECHNICAL PROPOSAL REQUIREMENTS

#### PART L.11.B.0- General Proposal Content:

- (i) Offerors are required to furnish an original and five copies of a detailed TECHNICAL PROPOSAL with sufficient detail to show compliance with the requirements stated in each subparagraph of Section C of this solicitation. Specific cost or pricing details shall be omitted from the Technical Proposal.
- (ii) The technical proposal shall include a narrative in the same sequence as the items set out in

Section C hereof. The narrative shall describe how each item offered will not meet, will meet, or will exceed the respective stated need of the Government for each subparagraph of Section C. Conclusions such as “meets or exceeds,” or “yes,” or “o.k.” are not technically acceptable. Each response shall furnish the Government with sufficient detail to enable the technical evaluation panel to independently evaluate each item offered against the respective stated need of the Government for each item in Section C and Section M.

- (iii) The technical proposal shall include any drawings, including schematic drawings, which will enable independent technical evaluation of the proposal.
- (iv) The technical proposal shall clearly and concisely identify the Offeror’s technical approach and technical qualifications to accomplishing the requirements outlined in Section C. Further, the technical proposal shall be subdivided into a “Proposal Summary” section, a “System Design” section, and a “Past Performance Information” section, in that order. The technical proposal shall also contain a response to each of the following questions for each individual requirement listed in Attachment Number 1, Sections C.3, C.4, and C.5 of this document.
- (v) The technical proposal (including summary, charts, tables, etc.) shall not exceed 80 single-sided pages of text in length. Drawings, as required in paragraph (iii) above, will not be counted in determining proposal length. Proposal shall be typed with a minimum type size of 12 pitch. Excess pages will not be read or evaluated.
- (vi) You are advised to closely examine the evaluation criteria set forth below prior to preparation of a technical proposal. Your technical proposal will be rated solely against the following criteria.

#### PART L.11.B.1- PROPOSAL SUMMARY

- (i) The proposal summary is an unevaluated requirement. The Offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary should be complete, stand on its own, and provide executive level reviewers with an understanding of the content of the proposal. The summary should summarize the highlights, plans and qualifications contained in the body of the technical proposal.

#### PART L.11.B.2- APPLICATION SPECIFIC INTEGRATED CIRCUIT DESIGN APPROACH

The “Application Specific Integrated Circuit Design Approach” section of the Offeror’s proposal shall provide a dissertation which shall enable scientific/engineering personnel to thoroughly evaluate and arrive at a sound determination that the equipment offered will meet the Government’s requirements. To this end, the “Application Specific Circuit Design Approach” section shall be sufficiently specific, detailed and complete to demonstrate clearly and fully that the Offeror has a thorough understanding of the requirements for, and the problems inherent in, the various design specifications outlined in the statement of work (See Attachment 1). The “Application Specific Integrated Circuit Design Approach” section shall show how the Offeror proposes to comply with the applicable specifications, including a full explanation of the techniques and procedures proposed to satisfy the Government’s needs.

#### PART L.11.B.3- STRATEGY TO REDUCE TECHNICAL RISK

The “Strategy to Reduce Technical Risk” section of the Offeror’s proposal shall describe the basis

on which the Offeror's design is made. This section shall, as a minimum, (a) identify the CAD/CAE tools to be used in the design process, (b) identify the libraries and existing circuit designs to be used in the design process, if applicable, (c) provide a detailed description of the simulation tools to be used, including tools' history of providing reliable estimates of circuit parameter performance, (d) include a heritage of the chip on which the Offeror's design is based, and (e) identify the Offeror's strategy to minimize technical risk in its design approach.

#### PART L.11.B.4- SCHEDULE FOR PRODUCTION OF FLIGHT ASIC CHIPS

The "Schedule for Production of Flight ASIC Chips" section of the Offeror's proposal shall include a project schedule in a recognized format (Milestone Chart, Gantt Chart, PERT and CPM, etc.) which details the activities the Offeror will perform and the time sequence in which they will be performed. The Offeror shall describe its proposed procedures for tracking milestones on any and all deliverable products throughout the period of performance for any resulting contract. The Offeror's proposed schedule for production of the required ASICs shall provide detailed description of the Offeror's proposed effort, which shall confirm and conform to the delivery schedule as stated in RFP Section F.2, above.

#### PART L.11.B.5- MANAGEMENT PLAN FOR DEVELOPMENT OF ASIC CHIPS

The Offeror shall provide a narrative description and a chart of the organization to be providing oversight of the design process. This narrative shall at least include (a) a description of the procedures to be used to control performance, timeliness, and quality, (b) an explanation of how the Offeror's managerial plan will facilitate efficiency, effectiveness and economical performance for any resulting contract, and (c) identification of internal procedures the Offeror will institute to assure timely, professional outputs.

#### PART L.11.B.6- PAST PERFORMANCE INFORMATION

(i) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the Government in reducing the length of the evaluation period.) List the last five contracts or subcontracts completed during the past three years for supplies or services similar in nature to this requirement. Include in the five any current contract or subcontracts for similar supplies/services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement of for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization
2. Contract number
3. Contract type
4. Total Contract Value
5. Description of the contract work

6. Contracting Officer and telephone number
  7. Contracting officer's representative, program manager, or similar Official and telephone number
- (ii) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report, which is available at <http://www.heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.
- (iii) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

#### **PART L.11.C- COST/PRICE PROPOSAL REQUIREMENTS**

The Offeror shall provide one original and two copies of Volume II – Cost/Price Proposal.

The Offeror shall provide such pricing information as is necessary to fully cover all requirements of the RFP as they pertain to:

Section B, Line Item Numbers 0001, 0002, 0003, and 0004

#### **L-12 MULTIPLE AWARDS**

The Government may make multiple awards resulting from this solicitation.

### **SECTION M**

#### **EVALUATION FACTORS FOR AWARD**

##### **M-1 EVALUATION**

The proposals will be evaluated in accordance with the criteria stated in Sections L.11.B.2 through L.11.B.6, which together comprise the Technical Category; and Section L.11.C, which comprises the Cost/Price category.

Pursuant to FAR 15.306(c), proposals which are found to contain unrealistic technical or schedule terms, which fail to comply with the requirements stated in this RFP, or which are found to be unrealistically high or low in cost/price, may be removed from further consideration. Award will be made to that offeror whose proposal is determined to be the best value to the government, proposed cost and other factors considered. The Government reserves the right make award to other than the low offeror. The Government also reserves the right to make

multiple awards, if it determined to be in the Government's best interest. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

## **M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor.

### **I. TECHNICAL CATEGORY**

(a) The technical evaluation will consider the Offeror's overall approach to, understanding of, and capability to adequately provide the requirements listed in the Statement of Work/Specification, as reflected in the Offeror's responses to the evaluation criteria listed in Sections L.11.B.2 through L.11.B.6. Evaluated Components within the Technical Category include "Application Specific Integrated Circuit Design Approach", "Strategy to Reduce Technical Risk", "Schedule for Production of Flight ASIC Chips", "Management Plan for Development of ASIC Chips", and "Past Performance Information." Within the Technical Category, the component "Past Performance Information" carries the most weight. The Component "Application Specific Integrated Circuit Design Approach" carries less weight than the "Past Performance Information" category, but more than the remaining three categories. The categories "Strategy to Reduce Technical Risk" and "Schedule for Production of Flight ASIC Chips" are equally weighted, and carry less weight than the categories "Past Performance Information" and "Application Specific Integrated Circuit Design Approach". The Category "Management Plan for Development of the ASICs" carries the least amount of weight.

(3) Past Performance – Past performance will be evaluated on the basis of quality of work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Contract Section L.11.C and other sources, if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The Government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

### **II. COST/PRICE/PROPOSAL-RFP REQUIREMENTS**

- (a) Cost/Price considerations are weighted less than other evaluation factors. The degree of importance allotted to Cost/Price factors will increase with the degree of equality of the proposals in relation to the Technical Category, or when it is so significantly high as to diminish the value of the technical superiority to the Government.
- (b) The Offeror's Cost/Price proposal will be evaluated on the basis of the realism of the proposed cost/price. An Offeror's proposal is presumed to represent its best effort to respond to this solicitation. Any inconsistencies, whether real or apparent, between promised performance and cost/price should be clarified in the Offeror's Cost/Price proposal. If, for example, the Offeror intends to use new and innovative production techniques or vertical integration factors as the basis of abnormally low cost/price, the nature of these techniques or factors and their impact on cost/price should be explained. Any significant inconsistency raises a fundamental question of

the Offeror's understanding of the nature and scope of the work required and/or of the Offeror's ability to perform that work. These unexplained inconsistencies may be ground for downgrading or rejecting the proposal. The burden of proof as to credibility rests with the Offeror.

- (c) The Government will consider all categories and associated amounts for the prices necessary to fulfill the requirements described in this solicitation.

### **M-3 AWARD WITHOUT DISCUSSIONS**

- (a) Except as noted in paragraph (b) below, the Government intends to evaluate proposals and award a contract without discussion to the responsible offeror whose offer, conforming to the solicitation, is evaluated to be the most advantageous to the Government, cost or price and other factors considered. Consequently, a proposal submitted in response to the solicitation should represent the Offeror's best product in terms of technical content and cost/price.
- (b) The Government reserves the right, however, to conduct discussions if determined by the Contracting Officer to be necessary. Discussions will be conducted following evaluations only with those offerors determined to have a reasonable chance of award, in accordance with FAR part 15.306(c).

### **M-4 AWARD BY FULL QUANTITY**

Offerors shall propose on all items in this solicitation. Any resulting award may be made (a) for the design process only (CLIN 0001), (b) for the design process and the production run (CLINs 0001 and 0002), or (c) for the design process, production run and production run testing (CLINs 0001, 0002, and 0003) at the discretion of the Government.

### **M-5 BASIS FOR AWARD**

The basis for award will be an integrated assessment, using the evaluation factors stated above, of the Offeror's prospect for providing the Government's needs. The Government reserves the right to reject any or all proposals. The Government also reserves the right to award to other than the lowest Offeror. The Government anticipates award to a single Offeror; however, multiple awards may be made if determined more advantageous to the Government, cost and other factors considered.

**Attachment 1:**

**RFP NUMBER: N00173-98-R-RS03**

**DESCRIPTION/SPECIFICATION/  
WORK STATEMENT**

## ATTACHMENT 1 - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

## C.1 OBJECTIVE:

The Gamma and Cosmic Ray Astrophysics Branch of the Space Sciences Division of the Naval Research Laboratory has a requirement for research, development and engineering efforts associated with the design, development, fabrication, testing and delivery of Application Specific Integrated Circuits (ASICs) for a silicon matrix detector system which part of a scientific instrument that measures the energy spectra of very high energy cosmic rays.

## C.2 BACKGROUND:

The Naval Research Laboratory (NRL) is participating in the Advanced Thin Ionization Calorimeter (ATIC) experiment (see: [http://spdsch.phys.lsu.edu/Space\\_Science\\_Pages/ATC/pubatc.html](http://spdsch.phys.lsu.edu/Space_Science_Pages/ATC/pubatc.html)) to measure the energy spectra of very high energy cosmic rays. As a co-investigating institution, NRL is responsible for the front-end electronics for the various detector systems in this experiment. One of these detector systems is the silicon matrix detector. The front-end electronics for this detector system is based on application specific integrated circuits (ASICs) that collect signals from the detectors.

## C.3 SYSTEM OVERVIEW:

The silicon matrix is an array of 4,480 silicon pads. Each pad has an active area of 1.945 cm by 1.475 cm. These are arranged on 1120 silicon detectors. Each detector consists of a strip of silicon with four pads arranged side by side. The detectors have an active area of 1.945 cm by 5.90 cm. Individual detectors are mounted on ceramic daughter boards. Altogether the silicon detectors cover a total area of 105 cm by 105 cm.

The matrix is built of 20 ladders, each of which contain two half-ladders or mother boards. Each mother board has 28 daughter boards attached to it. Each motherboard also has 7 ASICs and their associated circuitry. The detectors on the bottom half-ladder overlap those in the top half-ladder by 0.07 cm in the X-direction (along the ladders), giving a 3.75cm pitch along each half-ladder. The detectors on the ladders on the top panel overlap those on the ladders on the bottom panel by 0.685 cm in the Y-direction (across the ladders), giving a 10.43 cm pitch across the ladders on each panel. This overlap in both directions gives sufficient coverage to measure particles entering the matrix at angles off vertical out to the limits of the geometrical acceptance of ATIC with only a small number of missed measurements. The complete set of ladders is held rigidly by an aluminum structure. The complete matrix contains 4,480 pads. Each pad is read by one ASIC channel at two conversion gains producing 8,890 channels of data.

#### C.4 SPECIFIC REQUIREMENTS:

The Contractor shall perform the following tasks:

##### C.4.1 – Design, Develop, Fabricate and Test Prototype ASICs

- a. Each channel of the ASIC shall provide (i) a charge-sensitive pre-amplifier, (ii) a shaping amplifier, and (iii) a track-and-hold circuit to measure signals from 380-micrometer thick silicon pad detectors. The ASIC shall calibrate each channel and output of the held signal at two conversion gains onto a common data line.
- b. The required deliverables shall conform to the following specifications:
  1. Supply (analog/digital): Analog and Digital supplies shall be electrically isolated.
  2. Number of Channels/Chip: Each chip shall include 16 channels.
  3. Maximum Power Consumption: Maximum power consumption on each chip shall be <math><100\text{mW}/\text{chip}</math>.
  4. Minimum Signal (1 MIP): The minimum signal shall be  $5.1\text{fC} \pm 10\%$ .
  5. Maximum Signal (1400 MIP): The maximum signal shall be  $7.14\text{pC} \pm 10\%$ .
  6. Maximum Equivalent Noise Change (ENC) at 90pF: The Maximum ENC @ 90pico farads (pF) shall not exceed  $1800e\text{-RMS}$  and  $2200e\text{-RMS} @ 150\text{pF}$ .
  7. Conversion Gains: The required chips shall have two conversion gains. Parameter for the first conversion gain shall be  $1/1400$  of the output voltage swing per MIP (low gain). Parameter for the second conversion gain shall be  $1/140$  of the output voltage swing per MIP (high gain).
  8. Maximum Integral Non-Linearity: Maximum integral non-linearity shall be  $\pm 2\%$  over the full dynamic range of each of the conversion gains.
  9. Maximum Channel-to-Channel Pedestal Variation: The Maximum channel-to channel pedestal variation shall be  $\pm 50\text{mV}$  in the low gain range and  $\pm 500\text{ mV}$  in the high gain range.
  10. Maximum Chip-to-Chip Pedestal Variation: The maximum chip-to-chip pedestal variation shall be  $\pm 100\text{mV}$  in the low gain range and  $\pm 1\text{V}$  in the high gain range.
  11. Peaking Time: The peaking time of the shaping amplifier shall be  $2\mu\text{s} \pm 10\%$ .
  12. Typical Detector Capacitance: Typical detector capacitance shall be  $90\text{pF}$ . The chip shall operate with a capacitance load as high as  $150\text{pF}$ .
  13. Maximum detector leakage current: The maximum detector leakage current shall be at most  $100\text{nA}$  in the worst case.

14. On-Chip Calibration Range: The on-chip calibration range shall be the full dynamic range (+/- 5% linearity).
15. Readout Speed: The read-out speed shall be  $< 1.0\mu\text{s}$  per channel.
16. Output load: The output load resistance shall be at least 1000 ohms and the output load capacitance shall be no more than 100 pF.
17. Output switches: Output switches or equivalent shall be provided to disconnect the output buffers from the common output signal line.
18. Separate Outputs: Additional output connections to external leads shall be provided as before output switches, in case output switches are used.
19. DC Calibration Source: The chips shall be designed so that they may be calibrated using an external DC calibration source to provide a DC voltage level to the chip. An on-chip switch shall be provided to generate the Heavyside step for charge injection.

#### C.4.2 – Review, Reporting and Testing Procedures

- a. The Contractor shall develop an internal review procedure to monitor and guide the design work. The Contractor shall provide the following external reviews:
  - (i) In accordance with CDRL A001, the Contractor shall schedule and conduct two reviews for Government personnel to ensure that planning is adequate to meet the Government's requirements for deliverable item quality and quantity, delivery times, and to verify that the ASICs will perform as proposed.

The first review shall be a formal, documented review to examine Design Specifications and the Contractor's proposal for implementation of the design specifications. **Documentation to be included for the first review shall at least include drafts of: (a) a hierarchical overview of the ASIC, (b) a functional description of the ASIC, (c) detailed documentation of the physical, functional and operations characteristics of all ASIC sub-modules, (d) a detailed test strategy, (e) the CAE/CAD tools and libraries to be used in the design, (f) the name of the proposed foundry, and (g) a description of the pin-out, including function, timing specifications and pin numbering.** The Contractor shall provide review documentation in a time frame to allow the Government at least three (3) working days to review the design specifications and implementation proposal prior to the formal review.

The second review shall be a Critical Design Review, which shall be a formal, documented, comprehensive and systematic examination of (a) the design and simulations of the design to evaluate adherence to the design requirements, (b) the capability of the design to meet the requirements, and (c) risk areas of the design and proposed solutions. The Contractor shall provide review documentation in a time frame to allow the Government at least three (3) working days to review critical design documentation prior to the formal review.

(ii) In accordance with CDRL A002, the Contractor shall provide a design report which shall describe the required chip and report results of simulations and performance tests (if performed). The required report shall describe in detail the procedures used in implementing the chip, which shall include, but may not be limited to: (a) pinout, (b) operating voltages, and (c) the biases with suggested external circuits to obtain them. The required report shall contain a full and detailed set of schematic drawings of the chip. The required report shall also contain final versions of all the documentation required under the first review in paragraph (i) above.

(iii) In accordance with CDRL A003, the Contractor shall provide the Government with a complete, fully detailed copy of the file to be submitted to the foundry for production of the chips. The Contractor shall also provide the Government with a complete, fully detailed description of ordering procedures and submissions required by the foundry to facilitate future orders for production of additional chips.

#### C.4.3 – ASIC Production Run and ASIC Production Run Testing.

Following the Government's review and acceptance of the required ASIC prototype and all associated documentation as described above, the Contractor shall arrange with a reputable foundry for a production run of one thousand (1000) copies of the prototype ASIC. The Contractor shall also arrange product tests to provide the Government with at least 500 verified good chips. In arranging for the production run and the production run test, the Contractor shall be responsible for compliance with national industrial standards applicable to the required supplies, as required in Section C.6, below.

#### C.4.4 – Packaging Requirements

The Contractor shall provide the Government with at least 500 verified good chips in 52-lead thin plastic quad flat packs (see attached drawing). The chip carrier shall be physically, functionally and operationally compatible with the ASAT Inc. 52-lead 10.0 MM x 10.0 MM plastic thin quad flat pack which provides (a) a 1.0mm thickness, (b) a 2.0mm ohm footprint, and (c) 52 leads. Further information on this product may be obtained at the following web-site: [www.asat.com/html/hk-tqfp.html](http://www.asat.com/html/hk-tqfp.html)

#### C.5 – Warranty

The Contractor shall warranty for a period of one year that all supplies set forth in any resulting contract (i) shall be free from defects in design, material, and workmanship, and (ii) shall conform to the requirements of this statement of work, in accordance with FAR 52.246-18 entitled "Warranty of Supplies of a Complex Nature. The terms of the warranty shall not begin prior to acceptance by the Government's Technical Representative identified in Section G of any resultant contract. Acceptance will be in accordance with Section E of this document.

**C.6 – Compliance with National Industrial Standards**

The Contractor, by accepting any award which may result from this solicitation, certifies that it has expertise in meeting national industrial standards for the manufacture of such supplies or equipment as required here which are utilized in astrophysical research. In the event that delivered supplies or equipment are defective, the Contractor agrees that, in any action by the United States Government, the Contractor shall be held responsible for exercise of expert, professional care in the manufacture of the required supplies or instruments. For the purpose of such action, the parties agree that the Contractor shall be held to a standard of care recognized nationally for experts who manufacture such supplies or equipment.

**C-7 Documentation**

The Contractor shall provide such documentation as is required in Exhibit A, DD1423 - Contract Data Requirements List, attached to this document.



# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> A004		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____	
<b>D. SYSTEM / ITEM</b>			<b>E. CONTRACT / PR NO.</b> N00173-98-R-RS03		<b>F. CONTRACTOR</b> (To Be Provided at Time of Award)
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> PRODUCTION IMPLEMENTATION FILES				<b>3. SUBTITLE</b>
<b>4. AUTHORITY (Data Acquisition Document No.)</b>			<b>5. CONTRACT REFERENCE</b> CLIN 0004 and Section C.4.2.(a)(iii)		<b>6. REQUIRING OFFICE</b> NRL CODE 7654
<b>7. DD 250 REQ</b>	<b>8. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> OTIME		<b>12. DATE OF FIRST SUBMISSION</b> SEE BLOCK 16	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b> SEE BLOCK 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		
<b>14. DISTRIBUTION</b>					
<b>a. ADDRESSEE</b>				<b>b. COPIES</b>	
				Draft	Final Reg    Repr
<b>16. REMARKS</b>					
The Contractor shall provide the Government with Production Implementation Files in accordance with the requirements stated in Contract Section C.4.2(a)(iii) as the final report of the contract.					
				<b>15. TOTAL</b> → 0    1    0	

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

**ENCLOSURE (1) TO DD FORM 1423  
 INSTRUCTIONS FOR DISTRIBUTION**

DISTRIBUTION OF TECHNICAL REPORTS

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
COR/TM Naval Research Laboratory  Code: 4555 Overlook Ave., S.W. Washington, DC 20375-5320	N00173	1	1
Administrative Contracting Officer		1	1
Director Naval Research Laboratory ATTN: Code: 5227 4555 Overlook Ave., S.W. Washington, DC 20375-5320	N00173	1	1
Defense Technical Information Center (DTIC) 8725 John J. Kingman Rd. Suite #0944 Fort Belvoir, VA 22060-6218	S47031	4	2

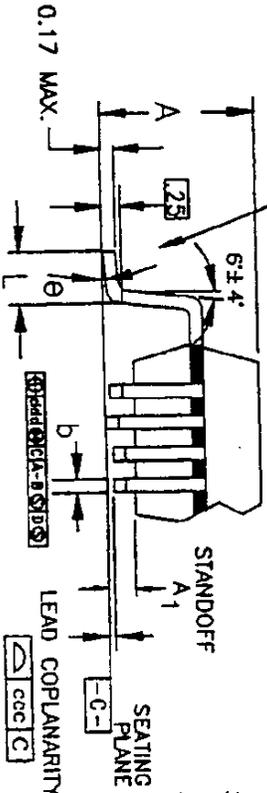
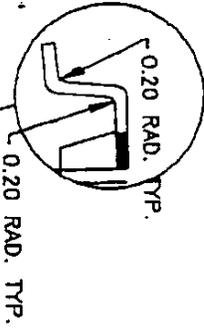
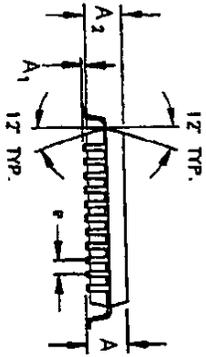
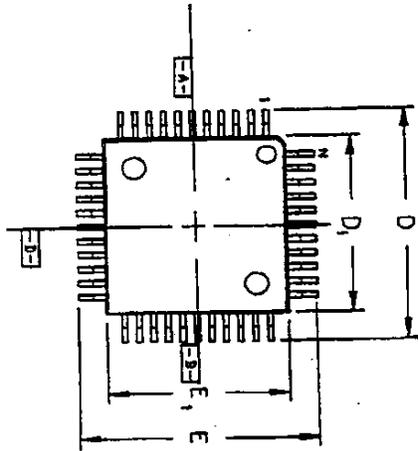
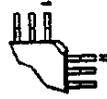
DISTRIBUTION OF NON-TECHNICAL REPORTS

The minimum distribution of non-technical reports submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
COR/TM	N00173	1	1
Administrative Contracting Officer (DCMAO)		1	1



ANOTHER VARIATION OF PIN 1 VISUAL AID



FOOTPRINT		BODY + 2.00 mm			
PACKAGE THICKNESS	DRUS.	52L	64L	52L	64L
A	MAX.	1.20		1.60	
A1		.05 MIN. / .15 MAX.			
A2		1.00		1.40	
D		±.20		12.00	
D1		±.10		10.00	
E		±.20		12.00	
E1		±.10		10.00	
E2		+ .15 / - .10		.80	
g	BASIC	.80		.80	.50
b		±.05		.35	.30
g				0°-7°	.22
ddd	MAX.	.20		.08	.20
ccc	MAX.	.10		.13	.15
ccc				.08	.08

NOTES: 1) ALL DIMENSIONS IN MM.

2) DIMENSIONS SHOWN ARE NOMINAL WITH TOL. AS INDICATED.

3) L/F: ETEC 84T COPPER OR EQUIVALENT, 0.127 MM (.005") OR 0.15 MM (.006") THICK.

4) FOOT LENGTH "L" IS MEASURED AT GAGE PLANE, AT 0.25 ABOVE THE SEATING PLANE.

REVISIONS			
REV	DESCRIPTION	DATE	APPROVED
1	CHANGE D & E TO ±.20 LEAD DIMENS	5/15/95	
2			
3			
4			

ASAT Inc.			
DRAWN	AHSAN	10x10 mm TQFP	
DATE	5/3/95	MARKETING OUTLINE	
CHECKED	NIC B.	DRAWN NO.	DCMF 10101
		REV	A
		SHEET	1/1

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