

Copy: Schroeder, Clark,
Tamlinson

RECEIVED
JUL 18 1974
J. H. SALTZER

DEPARTMENT OF THE AIR FORCE
HEADQUARTERS ELECTRONIC SYSTEMS DIVISION (AFSC)
LAURENCE G. HANSCOM FIELD, BEDFORD, MASSACHUSETTS 01730

12 July 1974

Mass Institute of Technology
545 Technology Square
Cambridge, MA 02139
Attn: Prof. J. Saltzer

Dear Prof. Saltzer

Attached for your information is a copy of the recently signed contract with HISI for research on a security kernel for Multics.

Sincerely

R.W. O'Keefe
for

ROBERT W. O'KEEFE, Colonel, USAF
Director, Information Systems
Technology Applications Office
Deputy for Command & Management Systems

1 Atch
Contract

CONTRACT (Proc. Inst. Ident.) NO. **F19628-74-C-0193**

2. EFFECTIVE DATE **74JUN27**

3. REQUISITION/PURCHASE REQUEST/PROJECT NO. **FY76207400813**

4. CERTIFIED FOR NATIONAL DEFENSE UNDER BDSA REG. 2 AND/OR DMS REG. 1. RATING: **DO-A7**

ISSUED BY **ELECTRONIC SYSTEMS Division (PPR)**
Air Force Systems Command
Hanscom AFB, Bedford, MA 01730

6. ADMINISTERED BY (If other than block 5) **SURVEILLANCE CRITICALITY DESIGNATOR-C**

7. DELIVERY FOB DESTINATION **NATION**
 OTHER (See below)

PAS: NONE

CONTRACTOR NAME AND ADDRESS **HONEYWELL INFORMATION SYSTEMS, INC.**
7900 Westpark Drive
McLean, Fairfax County,
Virginia 22101

9. DISCOUNT FOR PROMPT PAYMENT **NONE**

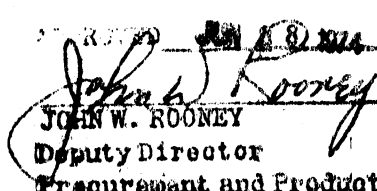
10. SUBMIT INVOICES (4 copies unless otherwise specified) TO ADDRESS SHOWN IN BLOCK **12**

SHIP TO/MARK FOR **SEE SCHEDULE**

12. PAYMENT WILL BE MADE BY **ACCOUNTING AND FINANCE OFFICER**
HANSCOM AIR FORCE BASE
BEDFORD, MASSACHUSETTS 01730

THIS PROCUREMENT WAS ADVERTISED, NEGOTIATED, PURSUANT TO: 10 U.S.C. 2304 (a) (1), 41 U.S.C. 252 (c) (1)

ACCOUNTING AND APPROPRIATION DATA **SEE SECTION K**

15. ITEM NO.	16. SUPPLIES/SERVICES	17. QUANTITY	18. UNIT	19. UNIT PRICE	20. AMOUNT
1.	Accepted as to Line Items 0001 and 0002 as amended by Contractor's letter dated 74JUN27, attached hereto and made a part hereof. SEE ATTACHED SOLICITATION FOR FULL DESCRIPTION AND DELIVERY				
 JOHN W. ROONEY Deputy Director Procurement and Production					
MAILING DATE JUN 28 1974					
GOVERNMENT'S SHARE					\$297,970.
CONTRACTOR'S SHARE					297,970.
TOTAL AMOUNT OF CONTRACT \$ 595,940.					

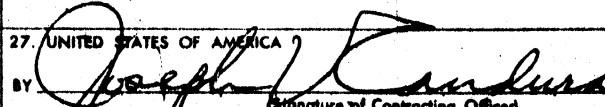
CONTRACTING OFFICER WILL COMPLETE BLOCK 22 OR 26 AS APPLICABLE

2. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return _____ copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

26. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number **F19628-74-R-0148**, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

3. NAME OF CONTRACTOR

27. UNITED STATES OF AMERICA

BY 
 (Signature of Contracting Officer)

4. NAME AND TITLE OF SIGNER (Type or print)

23. DATE SIGNED

28. NAME OF CONTRACTING OFFICER (Type or print) **JOSEPH V. CANDURA**

29. DATE SIGNED **74JUN28**

Honeywell

27 June 1974

Electronic Systems Division (PPR)
Air Force Systems Command, USAF
Attention: Mr. Joseph V. Candura
L. G. Hanscom Air Force Base
Bedford, MA 01730

SUBJECT: RFP No. F19628-74-R-0148

1. This letter shall constitute confirmation of negotiations conducted on 26 and 27 June 1974 between Messrs L. S. Brace, R. Spitzer and R. Kelsey of Honeywell Information Systems, Inc., and Mr. Joseph V. Candura, Contracting Officer, Captain William Bittner, Ass't Staff Judge Advocate, Captain William Cance, Pricing Specialist and Major R. Schell, ESD (MCI).

2. The following was mutually agreed to by Mr. L. S. Brace, Honeywell and Mr. J. V. Candura, Contracting Officer.

a. All comments, additions and deletions attached to Honeywell Information Systems, Inc. letter dated 21 June 1974 which also forwarded Honeywell proposal to subject RFP are withdrawn and the following revision, changes, deletions and additions are substituted in lieu thereof:

(1) PART II-E.2.c. is added as follows:

c. It is understood and agreed that costs in the amount of \$33,179.25 incurred by the Contractor for the period from 74JAN01 through 74APR04 inclusive shall be credited toward the Contractor's share of the total cost under this contract and the government will be entitled to the technical data generated by the Contractor during this period, as provided under the Data Rights Provisions of this contract. The costs in the amount of \$61,037 incurred by the Contractor for the period from 74APR05 through 74JUN30 inclusive, and costs in the amount of \$12,719 to be incurred subsequent to 74JUN30 for related reports and data for all work performed from 74JAN01 through 74JUN30 shall be credited to the Government's share for performance of work called for herein. However, the Contractor shall not be reimbursed for its fifty percent (50%) share of total costs incurred until the costs total the amount of \$145,940. under this contract. Subsequent payments shall be made to the Contractor pursuant to PART II-E.2.a. of the contract schedule.

(2) Delete the date "74JUN17" appearing under PART II-F. Line Item 0001 and substitute: 74JUN24.

(3) Delete the phrase "Date of Award" appearing under PART II-H.1.a. --- substitute: 74JUL01.

(4) Delete the word "proprietary" and insert between the words "System" and "fall" appearing under PART II-J.2.b. the phrase "developed at private expense".

Honeywell

(5) Add subparagraph c under II-J.2. as follows:

c. (1) Nothing in this contract grants, conveys, or gives rise to unlimited rights in the Government to any technical data or background data developed by Honeywell solely at its own private expense prior to January 1, 1974 or to any technical data developed by Honeywell solely at its own private expense during the term of this contract and/or subsequent to January 1, 1974 unless such data is furnished in sequence numbers A001 through A006 of DD Form 1423 which are to be furnished in accordance with paragraph a. above.

(2) The Government shall have only limited rights in all technical data developed by Honeywell solely at its own private expense prior to or during the term of this contract and furnished pursuant to this contract in sequence numbers A007 through A009, such data falling within the category described in ASPR 7-104.9(b)(2)(ii).

(3) Any data which the Contractor believes to have been developed solely at Contractor's private expense will be properly identified in accordance with the Rights In Technical Data Clause, (1972 APR), ASPR 7-104.9(a) & (b).

(4) Data shall be deemed to have been developed by Honeywell solely "at its own private expense" when the costs of said development are outside of the cost-sharing arrangement of this contract and/or when the costs are not directly absorbed in whole or in part by any other Government contract unless otherwise provided therein.

(6) Delete subparagraph 3 under PART II-J. in its entirety redesignating subparagraphs 4, 5 and 6 as subparagraph 3, 4 and 5 under PART II-J.

(7) Add the phrase "pursuant to this paragraph." to the end of the last sentence under PART II-J.5. ACCESS FOR USE.

(8) Add the following amounts under PART II-K.5.2.b and c as follows:

- a. AA 5743600 294 4702 P675550 226702 588 63728F S503901 55500901 \$72,970.
RADG/ESD PD 74-3 AMEND 1
- b. AB 9740400.1302 DY 4750 4P1000 000000 02641 000000 678100 F78100 \$200,00
AFSC SUB ALLOCATION #17 (14FEB74)
- c. AC 5743400 304 5303 030520 09 582 S503701 \$25,000.
DSC O/A-S74-15-15JAN74

(9) Delete subparagraph 5 under PART III-L in its entirety — substitute:

5. PRECONTRACT COSTS. All costs which have been incurred on and after 74APR/5 by the contractor in anticipation of this contract and prior to the 74JUL/1 and which, if incurred on and after said date, would have been considered allowable costs hereunder, shall be allowable costs hereunder provided such costs do not exceed \$61,037. (ESD ASPR Supp 7-8502.2)

(10) Add subparagraph e. and f. under PART III-L.7. as follows:

- e. LIMITATION OF COSTS (COST SHARING)(1973 MAY), ASPR 7-402.2(b)(DPC #109)

Honeywell

f. COST ACCOUNTING STANDARDS (1974 JAN), ^{L.S. Brace} ASPR 7-104.83.

(11) Delete the date "74JUN17" appearing under PART IV-M.1 — substitute:
74JUN24.

(12) Remove Attachment No. 1, 17JUN1974 (revised) and insert Attachment
No. 1, 24 JUNE 1974 (revised).

(13) Delete Contract No. F19628-74-C-0198 appearing under Paragraph III
of Backup Sheet No.1, Reports Format — substitute: Contract No. F19628-74-C-0193.

(14) Add the following provision as PART II-J.6.:

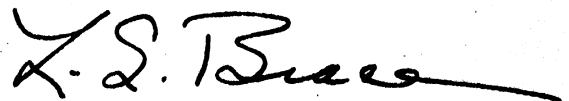
6. INDIRECT OR CONSEQUENTIAL DAMAGE PROVISION.

Inasmuch as the contractor has no control of the use to be made
of the data to be furnished under this contract, it is agreed that the contractor
shall not be liable to the Government under this contract for any indirect or
consequential damage arising from such use. Nothing in this clause shall affect
the Data Rights Agreement Provision herein.

Honeywell certifies that the reports to be delivered pursuant to this contract
shall not exceed the restrictions set forth in PART II-L.4. Restrictions on Printing,
i.e., the number of reports produced as deliverable end items shall not exceed 5,000
production units of any page and items consisting of multiple pages shall not exceed
25,000 production units in the aggregate. The majority of production units estimated
will be used internally for Honeywell's own use in responding to the terms of this
contract.

Honeywell thanks you for this opportunity to be of service.

Very truly yours,



L. S. BRACE
Contract Specialist

STANDARD FORM 33, NOV. 1969 GSA SERVICES ADMINISTRATION PROC. REG. (41 CFR) 1-16.101	SOLICITATION, OFFER, AND AWARD JVC/pac	3. CERTIFIED FOR NATIONAL DEFENSE UNDER DDSA REG. 2 AND/OR DMS REG. 1.	4. PAGE 1	OF 20
		RATING: N/A	5. DATE ISSUED 74JUN18	
CONTRACT (Proc. Inst. Ident.) NO. 9628-74-0-0193	7. SOLICITATION NO. F19628-74-R-0118 <input type="checkbox"/> ADVERTISED (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	8. ADDRESS OFFER TO (If other than Block 7) SURVEILLANCE CRITICALITY DESIGNATOR - C PAS - NONE		
9. SIGNED BY ELECTRONIC SYSTEMS DIVISION (PPR) csc Systems Command, USAF Hanscom Field, Bedford, MA 01730	CODE FQ7620			

SOLICITATION SECTION B

sealed offers in original and 0 copies for furnishing the supplies or services described in the Schedule will be received at the place specified in Block 8, OR IF HAND-CARRIED IN THE DEPOSITORY LOCATED IN Bldg. 1520, Room 310, until 5:00 P.M., ET, 74JUN21 (Time, Zone, and Date). If this is an advertised solicitation, offers will be publicly opened at that time. **CAUTION—LATE OFFERS.** See par. 7 of Solicitation Instructions and Conditions.

Offers are subject to the following:
 The attached Solicitation Instructions and Conditions, SF 33-A.
 The General Provisions (See Section L) edition, which is attached or incorporated herein by reference.

INFORMATION CALL (Name and Telephone No.) (No collect call.): See Section K

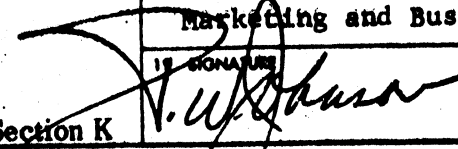
THE FOLLOWING CHECKED SECTIONS ARE CONTAINED IN THE CONTRACT

SEC	PAGE	(X)	SEC	PAGE
		X	F	15
PART I - GENERAL INSTRUCTIONS				
A			G	
COVER SHEET				
B	1	X	H	15
CONTRACT FORM AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR				
		X	I	15
Solicitation Instructions and Conditions, and Notices to Offerors.				
	7	X	J	16
Evaluation Factors for Award.				
	14	X	K	17
PART II - THE SCHEDULE				
E	15		L	17
SUPPLIES/SERVICES & PRICES				
		X	M	19
PART III - GENERAL PROVISIONS				
PART IV - List of Documents and Attachments				
List of Documents, Exhibits, and Other Attachments.				

OFFER (NOTE: Reverse Must Also Be Fully Completed By Offeror)

compliance with the above, the undersigned offers and 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.

RECORD FOR PROMPT PAYMENT (See Par. 9 on SF 33-A)
 10 CALENDAR DAYS; 30 CALENDAR DAYS; 30 CALENDAR DAYS; _____ CALENDAR DAYS.

OFFEROR NAME & ADDRESS Honeywell Information Systems, Inc. 7900 Westpark Drive McLean, Virginia 22101 Code and Telephone No.: 703/790-3000 Check if Remittance Address is Different From Above - Enter Such Address in Schedule.	FACILITY CODE CODE _____	18. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or Print) P. W. Johnson, Director of Marketing and Business Planning
19. SIGNATURE 		20. OFFER DATE 6/21/74

AWARD (To Be Completed By Government)

21. AMOUNT ACCEPTED AS TO ITEMS NUMBERED _____	22. ACCOUNTING AND APPROPRIATION DATA SEE SECTION K
23. NEGOTIATED PURSUANT TO <input checked="" type="checkbox"/> 10 U.S.C. 2304(a) (1) <input type="checkbox"/> 41 U.S.C. 801(a) ()	24. PAYMENT WILL BE MADE BY ACCOUNTING & FINANCE OFFICER Lt. Col. HANSCOM FIELD BEDFORD, MASS. 01730
25. UNITED STATES OF AMERICA BY: _____ (Signature of Contracting Officer)	26. AWARD DATE

Award will be made on this form, or on Standard Form 26, or by other official written notice.

REPRESENTATIONS, CERTIFICATIONS, AND ACKNOWLEDGMENTS

(Offeror represents and certifies as part of his offer that: (Check or complete all applicable boxes or blocks.)

SMALL BUSINESS (See par. 14 on SF 33-A.)

He is, is not, a small business concern. If offeror is a small business concern and is not the manufacturer of the supplies offered, he also represents that supplies to be furnished hereunder will, will not, be manufactured or produced by a small business concern in the United States, its possessions, or Puerto Rico.

REGULAR DEALER—MANUFACTURER (Applicable only to supply contracts exceeding \$10,000.)
He is a regular dealer in, manufacturer of, the supplies offered.

CONTINGENT FEE (See par. 15 on SF 33-A.)

a) He has, has not, employed or retained any company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) he has, has not, paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relative to (a) and (b) above, as requested by the Contracting Officer. (For interpretation of the representation, including the term "bona fide employee," see Code of Federal Regulations, Title 41, Subpart 1-1.5.)

TYPE OF BUSINESS ORGANIZATION

He operates as an individual, a partnership, a nonprofit organization, a corporation, incorporated under the laws of the State of Delaware

AFFILIATION AND IDENTIFYING DATA (Applicable only to advertised solicitations.)

Each offeror shall complete (a) and (b) if applicable, and (c) below:

(a) He is, is not, owned or controlled by a parent company. (See par. 16 on SF 33-A.)
(b) If the offeror is owned or controlled by a parent company, he shall enter in the blocks below the name and main office address of the parent company:

Name of Parent company and main office address Honeywell, Inc. 2701 Fourth Avenue, South
Minneapolis, Minnesota 55408
(include ZIP Code)

(c) Employer's identification number (See par. 17 on SF 33-A.) 41-096-2923 (Offeror's E.I. No.) 44-041-5010 (Parent Company's E.I. No.)

EQUAL OPPORTUNITY

He has, has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause herein or the clause originally contained in section 301 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; that he has, has not, filed all required compliance reports; and that representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards. (The above representation need not be submitted in connection with contracts or subcontracts which are exempt from the clause.)

BUY AMERICAN CERTIFICATE

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

INCLUDED END PRODUCTS

None

COUNTRY OF ORIGIN

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (See par. 18 on SF33-A.) (Applicable only to proposals in excess of \$2,500 where a firm fixed-price contract or fixed-price contract with escalation is to be awarded.)
By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

- (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;
- (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and
- (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

(b) Each person signing this offer certifies that:

- (1) He is the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein and that he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above; or
- (2) (i) He is not the person in the offeror's organization responsible within that organization for the decision as to the prices being offered herein but that he has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above, and as their agent does hereby so certify; and (ii) he has not participated, and will not participate, in any action contrary to (a) (1) through (a) (3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES

(Applicable to (1) contracts, (2) subcontracts, and (3) agreements with applicants who are themselves performing federally assisted construction contracts, exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause.)

By the submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided to employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files; and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

Notice to prospective subcontractors of requirement for certifications of nonsegregated facilities.
A Certification of Nonsegregated Facilities must be submitted prior to the award of a subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

ACKNOWLEDGMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
The offeror acknowledges receipt of amendments to the Solicitation for Offers and related documents numbered and dated as follows:	None			

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

SECTION B. CONTRACT FORMS AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (CONTINUED)

10. AFFIRMATIVE ACTION PROGRAM (1973 APR)

(The following representation shall be completed by each offeror whose offer is \$50,000 or more and who has 50 employees or more.)

The Offeror represents that he has, has not, developed and maintained at each of his establishments Equal Opportunity Affirmative Action Program, pursuant to 41 CFR 60.2.

11. EQUAL EMPLOYMENT COMPLIANCE (1974 APR)

By submission of this offer, the offeror represents that, to the best of his knowledge and belief except as noted below, up to the date of this offer no written notice such as a show cause letter, a letter indicating probable cause, or any other formal written notification citing specific deficiencies, has been received by the offeror from any Federal Government agency or representative thereof that the offeror or any of its divisions or affiliates or known first-tier subcontractors is in violation of any of the provisions of Executive Order No. 11246 of September 24, 1965, Executive Order No. 11375 of October 13, 1967, or rules and regulations of the Secretary of Labor (41 CFR, Chapter 60) and specifically as to not having an acceptable affirmative action program or being in noncompliance with any other aspect of the Equal Employment Opportunity Program. It is further agreed that should there be any change in the status or circumstances between this date and the date of expiration of this offer or any extension thereof, the Contracting Officer will be notified promptly.

12. (a) LOCATION (INCLUDING STREET ADDRESS) OF PRINCIPAL PLACE OF PERFORMANCE (GREATEST DOLLAR VALUE).

Massachusetts Institute of Technology

77 Mass. Ave., Cambridge, MA 02139

(b) Name and address of owner and operator at principal place of performance. (Answer only if owner/operator is other than the offeror.)

(c) Location(s) of all other places of performance (including street address).

HIS 575 Tech Sq., Cambridge, MA

HIS 2701 Fourth Ave., South, Minneapolis, Minn.

(d) Location(s) (Specific address(es)) where classified work will be performed.

None

(e) Name and address of Cognizant Security Office.

Chief, DCASO Honeywell

Mail Station 254

2701 4th Avenue South

Minneapolis, Minnesota 55408

SECTION B. CONTRACT FORMS AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (CONTINUED)

13. The performance of services contemplated does, does not involve the acquisition of Government Production and Research property, the disposal of which may be restricted by patent or other rights (See ASPR 13-307(b)).

14. CONTRACTOR'S TECHNICAL DATA CERTIFICATION

The offeror shall submit with his offer a certification as to whether he has delivered or is obligated to deliver to the Government under any contract or subcontract the same or substantially the same technical data included in his offer; if so, he shall identify one such contract or subcontract under which such technical data was delivered or will be delivered, and the place of such delivery.

The data to be delivered under the resultant contract will, or will not, be the same data which the contractor is obligated to deliver or has delivered to the Government under another contract or subcontract.

15. INSURANCE COVERAGE

Offeror represents that a. it carries the minimum insurance coverage required by ASPR 10-501.1, 10-501.2 and 10-501.3 or as otherwise specified in the schedule, or b. it has an approved program of self-insurance as provided for in ASPR 10-502.

16. (Complete only if this proposal is for amendment to an existing cost type contract.)

The estimated balance of funds remaining on hand as of present completion date of this contract as written will be \$_____. Furnish explanation reflecting its application to the cost estimate accompanying your proposal.

17. Offeror has, has not, other contracts with DOD. If none are with ESD, list the Government office responsible for (a) administration and (b) audit:

(a) _____

(b) _____

18. The following are the names and telephone numbers of persons authorized to conduct negotiations:

L. S. Brace 703/790-3443

SECTION B. CONTRACT FORMS AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (CONTINUED)

19. This procurement is not set aside for labor surplus area concerns. However, the offeror's status as such a concern may affect entitlement to award in case of tie offers or offer evaluation in accordance with the Buy American clause of this solicitation. In order to have his entitlement to a preference determined if those circumstances should apply, the offeror must:

- (i) furnish with his offer evidence that he or his first-tier subcontractor is a certified-eligible concern with a first preference in accordance with 29 CFR 8.7(b) and 8.9(c) or certified-eligible concern with a second preference in accordance with 29 CFR 8.7(c) and 8.9(d), and identify below the address at which the costs will incur on account of manufacturing or production (by himself if a certified concern or by certified concerns acting as first-tier subcontractors) amount to more than 25% of the contract price, or,
- (ii) identify below the persistent or substantial labor surplus area in which the costs he will incur on account of manufacturing or production (by himself or his first-tier subcontractors) amount to more than 50% of the contract price. (If the offeror proposes to qualify as a persistent or substantial labor surplus area concern by including costs to be incurred by a certified concern not located in a labor surplus area, evidence of such certification must be furnished.)

.....

Failure to furnish evidence of certification by the Secretary of Labor if applicable, and to identify the locations as specified above will preclude consideration of the offeror as a labor surplus area concern. Offeror agrees that if, as a labor surplus area concern, he is awarded a contract for which he would not have qualified in the absence of such status, he will perform the contract or cause it to be performed, in accordance with the obligations which such status entails. (1970 SEP)

20. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION

Any contract in excess of \$100,000 resulting from this solicitation except (i) when the price negotiated is based on: (A) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (B) prices set by law or regulation, or (ii) contracts which are otherwise exempt (see 4 CFR 331.30(b)), shall be subject to the requirements of the Cost Accounting Standards Board. Any offeror submitting a proposal, which, if accepted, will result in a contract subject to the requirements of the Cost Accounting Standards Board must, as a condition of contracting, submit a Disclosure Statement as required by regulations of the Board. The Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation (see (I) below) unless (i) the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts totaling more than \$30,000,000 in Federal Fiscal Year 1971 or net awards of negotiated national defense prime contracts of the type (as defined in the first sentence above) which are subject to Cost Accounting Standards totaling more than \$10,000,000 in either Federal Fiscal Year 1972 or 1973 (see (II) below), (ii) the offeror has already submitted a Disclosure Statement disclosing the practices used in connection

SECTION B. CONTRACT FORMS AND REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFEROR (CONTINUED)

with the pricing of this proposal (see (III) below), or (iii) post award submission has been authorized by the Contracting Officer. See 4 CFR 351.70 for submission of copy of Disclosure Statement to the Cost Accounting Standards Board.

CAUTION: 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.

Check the appropriate box below:

() I. CERTIFICATE OF CONCURRENT SUBMISSION OF DISCLOSURE STATEMENT(S)

The offeror hereby certifies that he has submitted, as a part of his proposal under this solicitation, copies of the Disclosure Statement(s) as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) (see DoD Directory of Contract Administration Components (DoD 4105.59H)); and (ii) one copy to the cognizant contract auditor.

Date of Disclosure Statement(s):
Name(s) and Address(es) of Cognizant
ACOs where filed:

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

() II. CERTIFICATE OF MONETARY EXEMPTION

The offeror hereby certifies that, together with all divisions, subsidiaries, and affiliates under common control, he did not receive net awards of negotiated national defense prime contracts totaling more than \$30,000,000 in Federal Fiscal Year 1971 or net awards of negotiated national defense prime contracts of the type which are subject to Cost Accounting Standards totaling more than \$10,000,000 in either Federal Fiscal Year 1972 or 1973.

(X) III. CERTIFICATE OF PREVIOUSLY SUBMITTED DISCLOSURE STATEMENT(S)

The offeror hereby certifies that the Disclosure Statement(s) were filed as follows:

Date of Disclosure Statement(s): January 3, 1973 for Data Systems Operations
Name(s) and Address(es) of Cognizant Mr. R. J. Skone, Corporate ACO, DCAS Office,
ACOs where filed: 2701 Fourth Avenue, South, Minneapolis, Minn 55408

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

21. PRINCIPAL INVESTIGATOR (Applicable to University Procurements Only)

(a) Performance of the services called for under this contract shall be under the direct supervision of _____.

(b) The direct supervisor shall devote _____% of his time to this contract/ supplemental agreement.

SOLICITATION INSTRUCTIONS AND CONDITIONS

1. DEFINITIONS.

As used herein:

(a) The term "solicitation" means Invitation for Bids (IFB) where the procurement is advertised, and Request for Proposal (RFP) where the procurement is negotiated.

(b) The term "offer" means bid where the procurement is advertised, and proposal where the procurement is negotiated.

(c) For purposes of this solicitation and Block 2 of Standard Form 33, the term "advertised" includes Small Business Restricted Advertising and other types of restricted advertising.

2. PREPARATION OF OFFERS.

(a) Offerors are expected to examine the drawings, specifications, Schedule, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the solicitation and print or type his name on the Schedule and each Continuation Sheet thereof on which he makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent are to be accompanied by evidence of his authority unless such evidence has been previously furnished to the issuing office.

(c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the Amount column of the Schedule for each item offered. In case of discrepancy between a unit price and extended price, the unit price will be presumed to be correct, subject, however, to correction to the same extent and in the same manner as any other mistake.

(d) Offers for supplies or services other than those specified will not be considered unless authorized by the solicitation.

(e) Offeror must state a definite time for delivery of supplies or for performance of services unless otherwise specified in the solicitation.

(f) Time, if stated as a number of days, will include Saturdays, Sundays and holidays.

(g) Code boxes are for Government use only.

3. EXPLANATION TO OFFERORS. Any explanation desired by an offeror regarding the meaning or interpretation of the solicitation, drawings, specifications, etc., must be requested in writing and with sufficient time allowed for a reply to reach offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished to all prospective offerors as an amendment of the solicitation, if such information is necessary to offerors in submitting offers on the solicitation or if the lack of such information would be prejudicial to uninformed offerors.

4. ACKNOWLEDGMENT OF AMENDMENTS TO SOLICITATIONS.

Receipt of an amendment to a solicitation by an offeror must be acknowledged (a) by signing and returning the amendment, (b) on the reverse of Standard Form 33, or (c) by letter or telegram. Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

5. SUBMISSION OF OFFERS.

(a) Offers and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the solicitation. The offeror shall show the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror on the face of the envelope.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by telegraphic notice, provided such notice is received prior to the hour and date specified for receipt. (However, see par. 8.)

(c) Samples of items, when required, must be submitted within the time specified, and unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at offeror's request and expense, unless otherwise specified by the solicitation.

6. FAILURE TO SUBMIT OFFER. If no offer is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard should be sent to the issuing office advising whether future solicitations for the type of supplies or services covered by this solicitation are desired. Failure of the recipient to offer, or to notify the issuing office that future solicitations are desired, may result in removal of the name of such recipient from the mailing list for the type of supplies or services covered by the solicitation.

* 7. MODIFICATION OR WITHDRAWAL OF OFFERS.

(a) If this solicitation is advertised, offers may be modified or withdrawn by written or telegraphic notice received prior to the exact hour and date specified for receipt of offers. An offer also may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer, but only if the withdrawal is made prior to the exact hour and date set for receipt of offers. (However, see par. 8.)

(b) If this solicitation is negotiated, offers may be modified (subject to par. 8, when applicable) or withdrawn by written or telegraphic notice received at any time prior to award. Offers may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the offer prior to award.

* **8. LATE OFFERS AND MODIFICATIONS OR WITHDRAWALS.** (This paragraph applies to all advertised solicitations. In the case of Department of Defense negotiated solicitations, it shall also apply to late offers and modifications (other than the normal revisions of offers by selected offerors during the usual conduct of negotiations with such offerors) but not to withdrawals of offers. Unless otherwise provided, this paragraph does not apply to negotiated solicitations issued by civilian agencies.)

(a) Offers and modifications of offers (or withdrawals thereof, if this solicitation is advertised) received at the office designated in the solicitation after the exact hour and date specified for receipt will not be considered unless: (1) they are received before award is made; and either (2) they are sent by registered mail, or by certified mail for which an official dated post office stamp (postmark) on the original Receipt for Certified Mail has been obtained and it is determined by the Government that the late receipt was due solely to delay in the mails for which the offeror was not responsible; or (3) if submitted by mail (or by telegram if authorized) it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; provided, that timely receipt at such installation is established upon examination of an appropriate date or time stamp (if any) of such installation, or of other documentary evidence of receipt (if readily available) within the control of such installation or of the post office serving it. However, a modification of an offer which makes the terms of an otherwise successful offer more favorable to the Government will be considered at any time it is received and may thereafter be accepted.

(b) Offerors using certified mail are cautioned to obtain a Receipt for Certified Mail showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late offer was timely mailed.

(c) The time of mailing of late offers submitted by registered or certified mail shall be deemed to be the last minute of the date shown in the postmark on the registered mail receipt or registered mail wrapper or on the Receipt for Certified Mail unless the offeror furnishes evidence from the post office station of mailing which establishes an earlier time. In the case of certified mail, the only acceptable evidence is as follows: (1) where the Receipt for Certified Mail identifies the post office station of mailing, evidence furnished by the offeror which establishes that the business day of that station ended at an earlier time, in which case the time of mailing shall be deemed to be the last minute of the business day of that station; or (2) an entry in ink on the Receipt for Certified Mail showing the time of mailing and the initials of the postal employee receiving the item and making the entry, with appropriate written verification of such entry from the post office station of mailing, in which case the time of mailing shall be the time shown in the entry. If the postmark on the original Receipt for Certified Mail does not show a date, the offer shall not be considered.

* **9. DISCOUNTS.** (a) Notwithstanding the fact that a blank is provided for a ten (10) day discount, prompt payment discounts offered for payment within less than twenty (20) calendar days will not be considered in evaluating offers for award, unless otherwise specified in the solicitation. However, offered discounts of less than 20 days will be taken if payment is made within the discount period, even though not considered in the evaluation of offers.

(b) In connection with any discount offered, time will be computed from date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination or port of embarkation when delivery and

acceptance are at either of those points, or from the date correct invoice or voucher is received in the office specified by the Government, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

10. AWARD OF CONTRACT. (a) The contract will be awarded to that responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered.

(b) The Government reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.

* (c) The Government may accept any item or group of items of any offer, unless the offeror qualifies his offer by specific limitations. **UNLESS OTHERWISE PROVIDED IN THE SCHEDULE, OFFERS MAY BE SUBMITTED FOR ANY QUANTITIES LESS THAN THOSE SPECIFIED; AND THE GOVERNMENT RESERVES THE RIGHT TO MAKE AN AWARD ON ANY ITEM FOR A QUANTITY LESS THAN THE QUANTITY OFFERED AT THE UNIT PRICES OFFERED UNLESS THE OFFEROR SPECIFIES OTHERWISE IN HIS OFFER.**

(d) A written award (or Acceptance of Offer) mailed (or otherwise furnished) to the successful offeror within the time for acceptance specified in the offer shall be deemed to result in a binding contract without further action by either party.

The following paragraphs (e) through (h) apply only to negotiated solicitations:

(e) The Government may accept within the time specified therein, any offer (or part thereof, as provided in (c) above), whether or not there are negotiations subsequent to its receipt, unless the offer is withdrawn by written notice received by the Government prior to award. If subsequent negotiations are conducted, they shall not constitute a rejection or counter offer on the part of the Government.

(f) The right is reserved to accept other than the lowest offer and to reject any or all offers.

(g) The Government may award a contract, based on initial offers received, without discussion of such offers. Accordingly, each initial offer should be submitted on the most favorable terms from a price and technical standpoint which the offeror can submit to the Government.

(h) Any financial data submitted with any offer hereunder or any representation concerning facilities or financing will not form a part of any resulting contract; provided, however, that if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished hereunder is incomplete, inaccurate, or not current.

11. GOVERNMENT-FURNISHED PROPERTY. No material, labor, or facilities will be furnished by the Government unless otherwise provided for in the solicitation.

12. LABOR INFORMATION. General information regarding the requirements of the Walsh-Healey Public Contracts Act (41 U.S.C. 35-45), the Contract Work Hours Standards Act (40 U.S.C. 327-330), and the Service Contract Act of 1965 (41 U.S.C. 351-357) may be obtained from the Department of Labor, Washington, D.C. 20210, or from any regional office of that agency. Requests for information should include the solicitation number, the name and address of the issuing agency, and a description of the supplies or services.

* **13. SELLER'S INVOICES.** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and

extended totals. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

14. SMALL BUSINESS CONCERN. A small business concern for the purpose of Government procurement is a concern, including its affiliates, which is independently owned and operated, is not dominant in the field of operation in which it is submitting offers on Government contracts, and can further qualify under the criteria concerning number of employees, average annual receipts, or other criteria, as prescribed by the Small Business Administration. (See Code of Federal Regulations, Title 13, Part 121, as amended, which contains detailed industry definitions and related procedures.)

15. CONTINGENT FEE. If the offeror, by checking the appropriate box provided therefor, has represented that he has employed or retained a company or person (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, or that he has paid or agreed to pay any fee, commission, percentage, or brokerage fee to any company or person contingent upon or resulting from the award of this contract, he shall furnish, in duplicate, a complete Standard Form 119, Contractor's Statement of Contingent or Other Fees. If offeror has previously furnished a completed Standard Form 119 to the office issuing this solicitation, he may accompany his offer with a signed statement (a) indicating when such completed form was previously furnished, (b) identifying by number the previous solicitation or contract, if any, in connection with which such form was submitted, and (c) representing that the statement in such form is applicable to this offer.

16. PARENT COMPANY. A parent company for the purpose of this offer is a company which either owns or controls the activities and basic business policies of the offeror. To own another company means the parent company must own at least a majority (more than 50 percent) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the offeror, such other company is considered the parent company of the offeror. This control may be exercised through the use of dominant minority voting rights, use of proxy voting, contractual arrangements, or otherwise.

17. EMPLOYER'S IDENTIFICATION NUMBER. (Applicable only to advertised solicitations.) The offeror shall insert in the applicable space on the offer form, if he has no parent company, his own Employer's Identification Number (E.I. No.) (Federal Social Security Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941), or, if he has a parent company, the Employer's Identification Number of his parent company.

18. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION. (a) This certification on the offer form is not applicable to a foreign offeror submitting an offer for a contract which requires performance or delivery outside the United States, its possessions, and Puerto Rico.

(b) An offer will not be considered for award where (a)(1), (a)(3), or (b) of the certification has been deleted or modified. Where (a)(2) of the certification has been deleted or modified, the offer will not be considered for award unless the offeror furnishes with the offer a signed statement which sets forth in detail the circumstances of the disclosure and the head of the agency, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

***19. ORDER OF PRECEDENCE.** In the event of an inconsistency between provisions of this solicitation, the inconsistency shall be resolved by giving precedence in the following order: (a) the Schedule; (b) Solicitation Instructions and Conditions; (c) General Provisions; (d) other provisions of the contract, whether incorporated by reference or otherwise; and (e) the specifications.

*Paragraphs 2(c), 7, 8, 9, 10(c), 13 and 19 are deleted.

RFP No. F19628-74-R-74-0148

(Section C)

8

SECTION C. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

Paragraph 7 below replaces paragraphs 7 and 8 of SF 33A

7. LATE PROPOSALS, MODIFICATIONS OF PROPOSALS AND WITHDRAWALS OF PROPOSALS (1973 SEP)

(a) Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made; and

(i) it was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th or earlier);

(ii) it was sent by mail (or telegram if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation; or

(iii) it is the only proposal received.

(b) Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "best and final" offer, is subject to the same conditions as in (a)(i) and (ii) above.

(c) A modification resulting from the Contracting Officer's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the Government after receipt at the Government installation.

(d) The only acceptable evidence to establish:

(i) the date of mailing of a late proposal or modification sent either by registered or certified mail is the U. S. Postal Service postmark on the wrapper or on the original receipt from the U. S. Postal Service. If neither postmark shows a legible date, the proposal or modification of proposal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U. S. Postal Service.)

(ii) the time of receipt at the Government installation is the time/date stamp of such installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.

(e) Notwithstanding the above, a late modification of an otherwise successful proposal which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

SECTION C. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

(f) Proposals may be withdrawn by written or telegraphic notice received at any time prior to award. Proposals may be withdrawn in person by an offeror or his authorized representative, provided his identity is made known and he signs a receipt for the proposal prior to award.

20. It is proposed that any contract resulting from this Solicitation will be a Cost Sharing 50/50 type and include the special and general provisions set forth in Sections J and L, respectively.

21. A copy of any or all clauses incorporated herein by reference will be furnished upon request to the issuing office.

22. The Certificate of Current Cost or Pricing Data (ASPR 3-807.4) shall be submitted by the Contractor as soon as practicable after agreement is reached on the contract price. (Not applicable to Universities or Canadian Commercial Corporation.)

23. If the expected contract involves performance of services on a Government installation, the following provision is applicable:

SITE VISIT (1969 OCT)

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves as to all general and local conditions that may affect the cost of performance of the contract, to the extent such information is reasonably obtainable. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract.

24. **GOVERNMENT PRODUCTION AND RESEARCH PROPERTY (ASPR SECTION XIII).** Unless otherwise specified in Section J of this Solicitation, the Government does not plan to furnish any facilities, special tooling or special test equipment (Government production and research property) for use in the performance of this work. Should the offeror desire to use existing Government production and research property in his possession without charge in the performance of the proposed work, the offeror shall request the Contracting Officer having cognizance of such property to give his written concurrence in such use, which concurrence shall be furnished to the Government as a part of your response to this Solicitation. If the offeror is unwilling to provide the facilities, other than the existing Government production and research property, required for performance of this effort, an explanation should be provided as to why such expenditure of corporate funds is inappropriate and submit an alternate proposal in which the facilities that the Government will be required to provide are listed and priced on the DD Form 633-4 or equivalent form. Classification of facilities, special tooling and special test equipment is to be made in accordance with definitions contained in ASPR XIII, Part 1.

25. **MATERIALS.** Unless otherwise specified in SECTION J of this Solicitation, the Government does not plan to furnish any material for use in the performance of this work. The offeror shall specify in his proposal the materials required for the performance of this effort. Those should be completely listed and priced on the DD Form 633-4 or equivalent form. Classification of material is to be made in accordance with definitions contained in ASPR XIII, Part 1.

26. **PROVIDING FACILITIES (ASPR 13-301(a)(iii)).** Requests for facilities must be in writing and signed by the president or corporate official who reports directly to the president of the company, or his equivalent in noncorporate entities, and contain, as a minimum one of the following:

a. Unwillingness to acquire the necessary facilities with his resources.

b. Financial inability to acquire the necessary facilities.

c. An explanation that time will not permit making the necessary arrangements to obtain timely delivery of such facilities to meet defense requirements even though the requestor is willing and financially able to acquire the facilities.

SECTION C. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

27. RESTRICTION ON DISCLOSURE AND USE OF DATA IN PROPOSALS. Any proposal may include data, such as a technical design or concept or financial and management plan, which the offeror does not want disclosed to the public for any purpose or used by the Government for any purpose other than evaluation of the proposal, shall be marked on the title page with the following legend:

"This data, furnished in connection with Solicitation No. ~~F19628-74-R-0148~~ shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to this offeror as a result of or in connection with the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the contract. This restriction does not limit the Government's right to use information contained in the data if it is obtained from another source without restriction. The data subject to this restriction is contained in Sheets _____ (1966 DEC)". The offeror shall mark each sheet of data which he wishes to restrict with the following legend:

"Use or disclosure of proposal data is subject to the restriction on the Title page of this proposal (1966 DEC)."

28. CONTRACT DATA REQUIREMENTS. This Solicitation contains a line item in Section F specifying either a DD Form 1423 or a work statement identifying all data and administrative reports to be contractually acquired beyond those called for by the General Provisions of any resulting contract. If this proposal exceed \$100,000 completion of Items 25 and 26 of the Form, when contained in this Solicitation, is required for the data and administrative reports identified therein. If the offeror fails to enter the required information in Blocks 25 and 26 of the DD Form 1423 in accordance with instructions on the form as part of his submission and refuses to do so on request, his offer may be rejected. The offeror is invited to make recommendations as to possible changes, propose additionally upon the basis of those changes, additions or reductions so recommended. The following certification is required in all proposals: (See Item 14, Section B).

29. COST AND PRICE ANALYSIS FORMS, DD FORM 633-4. The Offeror is authorized to reproduce DD Form 633-4. In its preparation the Offeror shall employ all actual or estimated costs or pricing data available as of the date of the proposal in preparing his price estimate; he should be prepared to make such data known to the Government Contracting Officer or his representative for use in evaluating such estimate together with any significant changes in such data which may have occurred subsequent to date of his proposal and prior to completion of negotiations on price.

30. BASIC AGREEMENT. If the offeror has a Basic Agreement active with the Air Force, the offeror will furnish his proposal on the basis of the inclusion in any resulting contract of all required terms of the Basic Agreement and will list in the proposal all non-mandatory clauses of the Basic Agreement the offeror desires to have included. The non-mandatory clauses are to be considered a matter for negotiation and agreement.

SECTION C. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

31. SMALL BUSINESS DEFINITION APPLYING TO THIS PROCUREMENT – INDEPENDENTLY OWNED AND OPERATED, IS NOT DOMINANT IN THE FIELD OF OPERATION IN WHICH IT IS BIDDING ON GOVERNMENT CONTRACTS AND, WITH ITS AFFILIATES, EMPLOYS NOT MORE THAN 500 EMPLOYEES.

32. UNNECESSARILY ELABORATE CONTRACTOR'S PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate art work, expensive paper and bindings and expensive visual and other presentation aids are neither necessary nor wanted.

33. SECURITY. Security regulations must be complied with in correspondence, discussions and handling of proposals and exhibits, in accordance with the Department of Defense "Industrial Security Manual for Safeguarding Classified Information (Attachment to DD Form 441-1)" and any DD Form 254, "Contract Security Classification Specification" included in this solicitation. If any material in this solicitation is classified and you do not submit a proposal hereunder, or are notified you are not the successful bidder, you are required to return all attachments.

34. PREDETERMINATION OF RIGHTS IN TECHNICAL DATA

(a) The offeror is requested to identify in his proposal which of the below listed data (including data to be furnished in whole or in part by a subcontractor) when delivered, he intends to identify as limited rights data in accordance with paragraph (b) of the "Rights in Technical Data" clause of this Solicitation. This identification need not be made as to data which relate to standard commercial items which are manufactured by more than one source of supply.

"The Government proposes use of the predetermination procedure for all data delivered under any resultant contract or supplemental agreement."

(b) Limited rights data may be identified as such, pursuant to (a) above only if it pertains to items, components or processes developed at private expense. Nevertheless, it cannot be so identified if it comes within paragraph (b)(1) of the "Rights in Technical Data" clause. At the request of the Contracting Officer or his representative, the offeror agrees to furnish clear and convincing evidence that the data which will be so identified comes within the definition of limited rights data.

(c) The listing of a data item in paragraph (a) above does not mean that the Government considers such item to come within the definition of limited rights data.

35. SECTIONS E THROUGH M. Any contract awarded as a result of this solicitation will include Sections E through M hereof. The Offeror is authorized to recommend changes to these sections in his proposal.

SECTION C. INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS (CONTINUED)

36. The following checked Instructions, Conditions, and Notices to Offerors are attached hereto and made a part of this Solicitation:

- General Instructions for Preparing Technical Proposals
- Notice of Total Small Business Set-Aside (1972 JUL)
- Use of Patent Rights (Title) Clause
- Availability of Funds
- Instructions for Incremental Funding
-
-
-

NOTE: Technical Proposal is not required.

Other:

Basis for cost data shall be submitted in accordance with requirements of DD Form 633-4 dated 1 April 1968. Column entitled "Reference" shall also be executed. Special attention is invited to paragraph 2 of "Instructions to Offerors" and paragraphs 2 and 3 of "Footnotes" on the reverse side of DD Form 633-4.

SECTION D. EVALUATION FACTORS FOR AWARD

1. BASIS FOR AWARD OF CONTRACT (Cost Reimbursement Contracts). In determining to whom the contract resulting from this solicitation shall be awarded, the lowest proposed cost, the lowest proposed fee, or the proposed lowest total estimated cost, plus proposed fee or proposed lowest total price shall not be controlling. The Contracting Officer shall consider all other pertinent factors including technical competence, management capabilities, cost controls and past performance in adhering to contract requirements weighing each factor in accordance with the requirements of this procurement (see ASPR 1-903). The contract shall be awarded to that contractor which the Contracting Officer deems can perform the contract in a manner most advantageous to the Government.

2. USE OF GOVERNMENT PROPERTY. It is the policy of the Government to eliminate the competitive advantage that might otherwise arise from the acquisition of use of existing Government production and research property. This is accomplished by charging rental or by use of rental equivalents in evaluating proposals as provided by ASPR, Part 5, Section XIII. It is also Government policy that costs or savings to the Government related to providing such property to contractors be considered in determining the lowest cost to the Government, price and other factors considered. Therefore, related costs and savings shall be considered, as provided in ASPR 13-504 and 13-505, even though an advantage may accrue to one offeror to the disadvantage of another. Generally, a contract will be awarded to that organization which has the highest competence in the specific area of science or technology involved in this procurement. When technical proposals of equal merit result from this Solicitation, the Contracting Officer will invoke the aforementioned evaluation factors, price considered.

PART II - THE SCHEDULE

E. SUPPLIES/SERVICES AND PRICES

1. Line Item 0001 - Security Kernel Evaluation for Multics

Line Item 0002 - Data

2. COST

a. The cost sharing formula agreed upon between the parties hereto to the estimated cost set forth herein, and any increase thereto, pursuant to the clause of this contract entitled "Limitation of Cost (Cost Sharing)(1973MAY)," is fifty percent (50%).

b. The total estimated cost for performance of the work called for herein is \$ 595,940 of which it is agreed that the Government will provide \$297,970 and the Contractor will provide \$ 297,970 .

F. DESCRIPTION/SPECIFICATIONS

Line Item 0001 - Develop the functional interface to a security kernel for the Multics Computer operating system and evaluate the future work required to design and implement security software on the Multics system in accordance with Attachment No. 1 entitled "Statement of Work for Security Kernel Evaluation for Multics" dated 74JUN17 (Revised) attached hereto and made a part hereof.

Line Item 0002 - Data in accordance with DD Form 1423, Contract Data Requirements List, Exhibit "A" (Revised) dated 74JUN17, attached hereto and made a part hereof.

H. DELIVERIES OR PERFORMANCE

1. TIME OF PERFORMANCE AND DELIVERY SCHEDULE

a. Commencement Date : Date of Award

b. Completion Dates

<u>ITEM</u>	<u>COMPLETION DATE</u>
Line Item 0001	75JUN30
Line Item 0002	See DD Form 1423

c. Delivery of data called for herein shall be made in accordance with aforementioned DD Form 1423. Place of delivery is the Technical Office on said form.

I. INSPECTION AND ACCEPTANCE

1. Line Item 0002 at the appropriate Technical Office, Laurence G. Hanscom Field, Bedford, MA. 01730.

J. SPECIAL PROVISIONS

1. ACKNOWLEDGEMENT OF SPONSORSHIP

a. The contractor agrees that in the release of information relating to this contract, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by Air Force Information Systems Technology Applications Office, Air Force Systems Command and Defense Advanced Research Projects Agency, DOD, and the contract is under the technical cognizance of the Air Force Information Systems Technology Application Office.

b. For the purpose of this clause, "information" includes, but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.

c. Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Military Security Requirements."

d. The contractor further agrees to include this provision in any sub-contract awarded as a result of this contract.

2. DATA RIGHTS AGREEMENT

a. Except as provided in paragraph b. below, the technical data requirements listed in PART II, F, of this Schedule (Sequence No(s). A001, A002, A003, A004, A005, and A006, of the DD Form 1423), insofar as they describe any end item, component, modification or process which, as of the effective date of this contract the contractor intends to use in the performance of this contract, fall within one or more of the six categories described in paragraph (b)(1)(i) through (vi) of the clause entitled "Rights in Technical Data (1972 APR)" and are therefore to be furnished with unlimited rights. Nothing in the Data Rights Agreement shall effect the Contractor's rights under paragraph h. of the above-mentioned data clause.

b. Technical data listed at PART II, F, of the Schedule (Sequence No(s) A007, A008, and A009, of the DD Form 1423), pertaining to the proprietary data related to the hardware and software design and implementation of the Multics System fall within the category described in paragraph (b)(2)(ii) of the clause entitled "Rights in Technical Data (1972 APR)" and are therefore to be furnished with limited rights.

3. TYPE AND FORM OF CONTRACT. This is a cost-plus-fixed-fee type completion form contract pursuant to ASPR 3-405.6(d)(1).

4. OVERHEAD

a. The first period for negotiation as contemplated by paragraph b. of the clause entitled "Negotiated Overhead Rates" will be the contractor's fiscal year ending 74DEC31. Subsequent periods will be succeeding fiscal years.

5. NOTICE OF DELIVERY. The Contractor shall report, in writing, to the Administrative Contracting Officer, all deliveries made under this contract at the time of delivery. This includes products, services, reports, and any other data as appropriate.

6. ACCESS FOR USE.

a. For performance of this contract the Government will supply Honeywell Information Systems Inc. with access to and authorization to utilize the Massachusetts Institute of Technology Multics Computer Facility at no cost to this contract. Honeywell Information Systems Inc. entire Multics Computer utilization costs for effort in accomplishment of this contract are not to exceed \$114,000.00 in total charges.

K. CONTRACT ADMINISTRATION DATA

1. Submit Invoices/Vouchers to: Resident Office, Defense Contract Audit Agency
Honeywell Inc.
2701 Fourth Ave., So.
Minneapolis MN 55408
2. Mail Payments to: Honeywell Information Systems, Inc.
Data Systems Operations
P. O. Box B-1692
Minneapolis, Minnesota 55408
3. Buyer: Mr. Eugene J. McLaughlin, PPR, Area Code 617, 861-2259
4. The ACO will forward reports, correspondence, et cetera, concerning patents to the following addressee:

Staff Judge Advocate
Patents Officer (Patent Counsel)
HQ ESD (JA)
L. G. Hanscom Field
Bedford, MA 01730

5. Payment Instruction: Payments shall be made in the following order:
 - a. AA 5743600 294 4702 P675550 226702 588 63728F S503901 55500801 \$
RADC/ESD PD 74-3 AMEND 1
 - b. AB 9740400.1302 DY 4750 4P1000 000000 02641 000000 678100 F78100 \$
AFSC SUB ALLOCATION #17 (14FEB74)
 - c. AC 5743400 304 5303 030520 09 582 S503701 \$
DSC O/A-S74-15-15JAN74
6. Technical Contract Monitor
and Alternate: Major R.R. Schell and 1Lt. Wm. R. Price

Location: Electronics System Division (MCI)
Laurence G. Hanscom Field
Bedford, Massachusetts 01730

PART III - GENERAL PROVISIONS

L. GENERAL PROVISIONS

1. The General Provisions of this contract consist of Clauses 1 through 52 as set forth in PPR 71-8 consisting of pages 1, 2 and 3 dated 73NOV attached here-

to and made a part hereof.

a. For the purpose of Clause 16, Line Items 0001 and 0002, require the performance of experimental, developmental or research work.

2. APPROVAL OF CONTRACT (1949 JUL). This contract shall be subject to the written approval of the Secretary or his duly authorized representative and shall not be binding until so approved. (ASPR 7-105.2)

3. RIGHTS IN DATA (1967 DEC). The rights obtained by the Government in Technical data are set forth in the Rights in Technical Data Clause incorporated in the contract, and nothing elsewhere in this contract or in any documents incorporated by reference in this contract shall be construed as in any way altering such rights except as restricted by the express terms, if any, of this contract as to data called for and furnished for provisioning purposes only. (HQ USAF ASPR SUPP 9-203.50)

4. RESTRICTIONS ON PRINTING (1969 JUN). Reproduction of reports, data or other written material, if required, is authorized provided that the material produced does not exceed 5,000 production units of any page and that items consisting of multiple pages do not exceed 25,000 production units in the aggregate.* Reproduction of material in excess of the quantities cited above shall not be accomplished without express prior written authorization from the contracting officer. These restrictions do not preclude the writing, editing, preparation of manuscript or reproducible copy of related illustrative materials if required as a part of this contract. They do not apply to the printing or duplicating required by contractors for their own use in responding to the terms of this contract.

*The aggregate number of production units is to be determined by multiplying pages times copies. For purposes of this paragraph a production unit is one sheet, size 11x17" or less (10-3/4 x 14-1/4" maximum image), one side only, one color. (HQ USAF ASPR SUPP 7-104.100)

5. PRECONTRACT COSTS. Costs for work required to be performed under this contract and incurred by the contractor prior to date of award are not allowable under this contract. (ESD ASPR SUPP 7-8502.1)

6. GENERAL SYSTEMS ENGINEERING AND TECHNICAL DIRECTION (GSE/TD) CLAUSE

a. The ADP Systems Security Development Program covered by this contract is under general program management of Air Force Information Systems Technology Applications Office, Air Force Systems Command. The Electronic Systems Division has been assigned the responsibility of providing necessary management control over this contract. The Air Force has entered into a contract with The MITRE Corporation for the services of a technical group which will, under the program management of the Electronic Systems Division, be responsible for general systems engineering and corresponding technical direction of the efforts under this contract.

b. 1. General systems engineering is defined as that portion of systems engineering dealing with the over-all integration of a system, design compromises

among subsystems, definition of inter and intra-system interfaces, analysis of subsystems and supervision of system testing, all to the extent required to assure that system concept and objectives are being met in an economical and timely manner.

2. Technical direction is defined as a process by which the progress of the Contractor's technical efforts is reviewed, information on the various technical areas involved is exchanged, and plans for future contract efforts are formulated, and, where it will better achieve Air Force objectives, the Contractor's technical effort is modified, realigned or redirected.

3. In the performance of this contract, the Contractor agrees to cooperate with The MITRE Corporation by responding to invitations to meetings, requests for technical information and requests for research and development planning data on all matters pertaining to this contract and by discussing with The MITRE Corporation employees, technical matters relating to this program. The Contractor further agrees to accept technical direction as described herein.

c. Formalization of general systems engineering and technical direction generated by The MITRE Corporation of effort under this contract will be documented by issuance of a serially numbered "Technical Directive", executed by representatives of The MITRE Corporation and the Electronic Systems Division. The Contractor shall comply with the terms of a "Technical Directive" only if it is in writing signed by the Contracting Officer stating that compliance with such "Technical Directive" is directed pursuant to the clause of this contract entitled "Changes". (ESD ASPR SUPP 7-8501.1b(1))

7. The provisions of the following clauses set forth in the cited paragraphs of the Armed Services Procurement Regulation (ASPR) are incorporated in this contract by reference with the same force and effect as though herein set forth in full:

- a. PATENT RIGHTS (LICENSE)(1969DEC)ASPR 7-302.23(b)
- b. NEGOTIATED OVERHEAD RATES (1970SEP)ASPR 3-704.1
- c. ALLOWABLE COST AND PAYMENT (1973JUL) ASPR 7-402.3(a) and (c)(5)
- d. DATA REQUIREMENTS (1972APR) ASPR 7-104.9(n)(1)

8. The following clauses are attached hereto and made a part hereof:

a. DELAYED DELIVERY OF ABSTRACTS OF NEW TECHNOLOGY; AND DELAYED DISSEMINATION OF ABSTRACTS OF NEW TECHNOLOGY (72FEB) AFSC ASPR SUPP 9-107.5(c)

PART IV - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

M. LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1. Statement of Work for Security Kernel Evaluation for Multics dated 74JUN17 (Revised) on pages 1 through 6.

2. Exhibit "A" Contract Data Requirements List, DD Form 1423, (Revised) dated 74JUN17 on pages 1 through 3 as modified by Data Modification CDRL Atch Nos 1, 2, and 3 on 5 pages.

3. PPR 71-8, General Provisions for CPFF Contract, dated 73NOV, on pages 1 through 3.

4. Delayed Delivery of Abstracts of New Technology; and Delayed Dissemination of Abstracts of New Technology Clauses on 1 page.