

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-c9	PAGE OF PAGES 1 41
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-09-R-KK01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 17 JUL 09	6. REQUISITION/PURCHASE NUMBER 57-4063-08	
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE, SW WASHINGTON, DC 20375-5320		CODE N00173	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 3 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 222, Room 215 until 4:00pm local time 17 AUG 09
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME JERRY RILES	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS jerry.riles@nrl.navy.mil
		AREA CODE 202	NUMBER 767-0667	EXT.

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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 <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

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: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
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 <small>(Signature of Contracting Officer)</small>	
		28. AWARD DATE	

PART I - THE SCHEDULE

**SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES/SERVICES AND COSTS

CONTRACT LINE ITEM NUMBER (CLIN)	SUPPLIES / SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The contractor shall provide the supplies and/or services as specified in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD Form 1423)	*NSP		
TOTAL ESTIMATED COST PLUS FIXED FEE		\$	\$	\$

B-2 OPTION TO EXTEND THE TERM (APPLICABLE TO A CPFF TERM-TYPE CONTRACTS)

The Government may unilaterally, by the date specified, exercise the below options by adding the cost of the exercised amount to the applicable CLIN in B.1 above.

OPTION NUMBER	CLIN	OPTION EXERCISE DATE	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
1	0001	xx MMM yy	\$	\$	\$

NOTICE TO OFFERORS: Insert the estimated cost and fixed fee for the base year in B-1 and any optional year(s) in B-2.

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, 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 8 December 2008 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/15onsite.htm>

C-3 SUBCONTRACTING PLAN

Subcontracting Plan _____ dated _____ is attached as Attachment J-#.

*(*this clause will be included and completed at time of award, if applicable)*

The contractor's Comprehensive Small Business Subcontracting Plan is incorporated into this contract in accordance with DFARS SUBPART 219.7 *Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans.*

**SECTION D
PACKAGING AND MARKING**

D-1 PACKAGING AND MARKING

All unclassified data shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

52.246-9 - Inspection of Research and Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection and Receiving Report (MAR 2008)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)
52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD OF PERFORMANCE

(a) The term of this contract is from date of contract award through twelve (12) months thereafter. Each Option, if exercised, shall extend the term an additional twelve (12) months.

F-3 PLACE OF PERFORMANCE

The principal place of performance of this contract shall be the Naval Research Laboratory, Washington, DC, 20375.

F-4 PLACE OF DELIVERY

Receiving Officer
Naval Research Laboratory
Contract Number
ATTN: *
CODE: *
LOCATION: *
Bldg. 49
4555 Overlook Avenue, SW
Washington DC 20375-5320

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

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 POINTS OF CONTACT

In order to expedite administration of the 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.

a. Contractor Inquiries:

Administrative Contracting Officer (ACO) - See Block 6 of Standard Form 26

b. Administrative Contracting Officer Inquiries:

Contract Specialist – Mr Jerry Riles, JERRY.RILES@NRL.NAVY.MIL , (202) 767-0667

Security Matters - Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters - Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email safety@nrl.navy.mil

Patent Matters - Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data - Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* @nrl.navy.mil is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR 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 the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

*(* To be completed at time of award)*

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
- (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 SUBCONTRACTORS/CONSULTANTS

Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

G-5 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$* and it is estimated that this amount is sufficient for contract performance through * .

*(*this clause will be included and completed at time of award, if applicable)*

G-6 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN(s) cited on the contractor's invoice.

G-8 PAYMENT AND VOUCHER INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests and Receiving Reports* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm>. The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988.

The following information is applicable to vouchers submitted under this contract using WAWF:

Under "Create New Document" select "Cost Voucher". When you enter the contract number, some of the other fields in the document may fill out automatically.

Use the appropriate Item Number stated in Section B of the contract (e.g., 0001, 0002 or 0001AA, 0001AB, etc).

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the voucher. If more than one ACRN is cited, the voucher must indicate the amounts to be paid from each.

ROUTING TABLE DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	Cost Voucher
Contract Number	N00173-09-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
DCAA Auditor DoDAAC	
CAGE Code	

IMPORTANT REQUIREMENT: When submitting vouchers using WAWF, the Contractor shall utilize the “**Send More Email Notifications**” function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

Send More Email Notifications	
Acceptor email	**@nrl.navy.mil

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office. Such authorization does not extend to the first and final vouchers.

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line: 1-800-559-WAWF(9293).

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

This is a *

*(*To be completed at time of award)*

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: *

*(*To be completed at time of award)*

Labor Category	First/M/Last Name
Senior Electrical Engineer	
Electrical Engineer/Physicist	
Senior RF Engineer	
Senior Systems Engineer	
Laser Scientist Engineer	
Mechanical Engineer	
Senior Security Specialist	

H-3 LEVEL OF EFFORT

1. Initially contracted level of effort

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be **17,000** total hours of direct labor for the base year, and 17,000 hours for each option year, if exercised, including subcontractor direct labor. A breakdown of labor categories and hours is set forth in paragraph (j) below.

(b) It is anticipated that the level of effort for this contract shall be expended at an average rate of **1,417** hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor shall notify the Contracting Officer in writing when any of the following situations occur, or are anticipated to occur:

1. If during any three consecutive months the monthly average is exceeded by 25%; or,
2. If at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or,
3. When 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification and be within the terms specified in paragraph (2) of this clause.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

(g) In the event the government fails to fully fund the contract, the term of the contract may be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to **five percent** in excess of the total hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the Contractor has delivered at least **95%** of the level of effort required in paragraph (a) above.

(i) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

(j) The anticipated breakdown by labor category of the total level of effort is as follows:

<u>Labor Category</u>	<u>Labor Hours – Basic Award and Each Option, If Exercised</u>
Senior Electrical Engineer	2000
Electrical Engineer/Physicist	1500
Senior Radio Frequency Engineer	2000
Radio Frequency Engineer	1500
Senior Systems Engineer	1000
Laser Scientist/ Engineer	2000
Mechanical Engineer	500
Senior Electronics Technician	1000
Junior Electronics Technician	1000
Senior Security Specialist	1000
Security Specialist	1000
Administrative Specialist/Technical Writer	1500
Information Technology Technician	<u>1000</u>
TOTAL	17,000

2. Increase in Level of Effort

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section C of this contract, to increase the level of effort by up to **thirty percent (30%)** of the total level of effort for that period at the same labor mix as proposed in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$$IEC = (ILOE/LOE) \times EC$$

$$IFF = (ILOE/LOE) \times FF$$

Where

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort contracted for the contract year in which the level of effort is increased.

EC = The estimated cost contracted for in the contract year in which the level of effort is increased.

IFF = The increase in the fixed fee.

FF = The fixed fee contracted for in the contract year in which the level of effort is increased.

(b) This option may be exercised at any time or times prior to the end of the affected period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the labor hours for that period, including the increase, by the end of the affected period.

(c) Any exercise by the Government of its option rights under this clause shall be effected by written notice from the Contracting Officer.

(d) The exercise of the aforementioned option shall be formally reflected by a modification to this contract increasing the estimated cost and fixed fee and adjusting the Level of Effort clause for the affected contract period.

H-4 ONR 5252.235-9714 - REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

H-6 GOVERNMENT- FURNISHED PROPERTY

The following Government property will be furnished to the contractor on a rent-free basis for use in performing the contract:

(To be completed at time of award)

H-7 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's ORCA Representations and Certifications valid from to are incorporated herein by reference.

The Contract Specific Representations and Certifications submitted by the contractor for this award are hereby incorporated by reference.

H-8 PROTECTION OF HUMAN SUBJECTS

Any collection or analysis of data from human subjects must not commence until the contractor provides the following information per SECNAV 3900.39D 8.d. (1):

- (a) An appropriate DoD Navy Assurance or a Federalwide Assurance (FWA) with a DoD Navy addendum to the FWA, or an application for a DoD Navy Assurance.
- (b) Documentation of the Institutional Review Board's (IRBs) initial and continuing review and approval.
- (c) IRB-approved informed consent form, except when not required consistent with law and regulation.
- (d) IRB-approved research protocol.
- (e) Documentation that research ethics and human subject protections training has been completed by the contractor's principle investigators.

The contractor has responsibility for certain reporting requirements per SECNAV 3900.39D 8.d. (2).

PART II - CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

I-1 FAR 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.acqnet.gov/far>

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

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.202-1	- Definitions (JUL 2004)
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 (SEP 2006)
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 (SEP 2007)
52.203-13	- Contractor Code Of Business Ethics And Conduct (DEC 2008)
52.203-14	- Display Of Hot-line Poster(s) (DEC 2007)
52.203-15	- Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.204-7	- Central Contractor Registration (APR 2008)
52.204-9	- Personal Identity Verification Of Contractor Personnel (SEP 2007)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
52.211-15	- Defense Priority And Allocation Requirements (APR 2008)
52.215-2	- Audit And Records-Negotiation (MAR 2009)
52.215-2	- Audit And Records-Negotiation (MAR 2009) - Alternate II (APR 1998)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost Or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (OCT 2004)

- 52.215-17 - Waiver Of Facilities Capital Cost Of Money (OCT 1997)
(will be included if the successful offeror does not propose facilities capital cost of money)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005) Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-9 - Small Business Subcontracting Plan (APR 2008)
- 52.219-9 - Small Business Subcontracting Plan (APR 2008) - Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (APR 2008)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (MAR 2007)
- 52.222-29 - Notification Of Visa Denial (JUN 2003)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.222-50 - Combating Trafficking In Persons (FEB 2009)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUNE 2008)
- 52.227-1 - Authorization And Consent (DEC 2007)- Alternate I (DEC 2007)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (DEC 2007)
- 52.227-11 - Patent Rights - Ownership by the Contractor (DEC 2007)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (OCT 2008)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (OCT 2008)

- 52.230-6 - Administration Of Cost Accounting Standards (MAR 2008)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (OCT 2008)
- 52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2008) Alternate I(FEB 2002)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984)fill in 30
- 52.244-2 - Subcontracts (JUN 2007) - Alternate I (JUN 2007)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAR 2009)
- 52.245-1 - Government Property (JUN 2007)
- 52.245-1 - Government Property (JUN 2007) Alternate II (JUN 2007)
- 52.245-9 - Use And Charges (JUN 2007)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (FEB 2006)
- 52.247-63 - Preference For U. S. Flag Air Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-14 - Excusable Delays (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)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES**DFARS CLAUSE TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2008)
- 252.203-7002 - Requirement To Inform Employees Of Whistleblower Rights (JAN 2009)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A Central Contractor Registration (SEP 2007)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (DEC 2006)
- 252.211-7003 - Item Identification And Valuation (AUG 2008) (*fill in none in (c)(1)(ii) and (c)(1)(iii))*)
- 252.211-7006 - Radio Frequency Identification (FEB 2007)
- 252.211-7007 - Item Unique Identification of Government Property (NOV 2008) (*fill in none*)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (DEC 2006)
- 252.215-7004 - Excessive Pass-Through Charges (MAY 2008)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.219-7004 - Small Business Subcontracting Plan (Test Program) (AUG 2008)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (JAN 2009)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7004 - Report Of Intended Performance Outside The United States And Canada-Submission After Award (MAY 2007)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States (MAY 2007)
- 252.225-7012 - Preference For Certain Domestic Commodities (DEC 2008)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 2005)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JAN 2009) (*fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113*)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 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)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (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 (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7038 - Patent Rights-Ownership By The Contractor (Large Business) (DEC 2007)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (JAN 2009)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (NOV 2004)

I-2 FAR 52.217-9 - OPTION TO EXTEND THE TERM OF THE CONTRACT (MARCH 2000)

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of [as indicated in Section B](#) times and each such renewal shall extend the term of the contract [as indicated in Section B](#). The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract.

**I-3 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
(APR 2009-05-13)**

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I-4 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, 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).*

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

SECTION J LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement Of Work - 4 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 2 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 100-08, Dated 9/11/2008, 2 pages.
- J-3** Attachment (3) – Personnel Qualifications, 3 Pages.
- J-4** Attachment () – Small Business Plan, dated .
- J-5** Attachment () – Accounting and Appropriation Data- 1 page. *
(To be included at time of award)*

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION - K REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) at <http://www.ccr.gov> database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must complete the additional contract specific representations and certifications below:

K-2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is see Section K-3 [*insert NAICS code*].

(2) The small business size standard is see Section K-3 [*insert size standard*].

(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)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-3 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is **541330**
- (2) The small business size standard is **\$4,500,000.00**

K-4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

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

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

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

I. Disclosure Statement—Cost Accounting Practices and Certification

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

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: _____

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

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

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

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

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

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

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

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

II. Cost Accounting Standards—Eligibility for Modified Contract Coverage

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

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

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

III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

[] Yes [] No

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

[] (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 9903.202-1(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-5 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES
(APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES
TO OFFERORS OR RESPONDENTS

L-1 FAR 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.acqnet.gov/far>

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

FAR CLAUSE TITLE

- 52.204-6 - Data Universal Numbering System (DUNS) Number (APR 2008)
- 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 (JAN 2004)
- 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)
- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (OCT 2000)
- 52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
- 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)

DFARS CLAUSE TITLE

- 252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
- 252.215-7003 - Excessive Pass-Through Charges—Identification Of Subcontract Effort (MAY 2008)
- 252.225-7003 -Report Of Intended Performance Outside The United States And Canada – Submission With Offer (DEC 2006)

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors-Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed:

Contracting Officer, ATTN: Code 3220:JR

RFP No. N00173- 09-R- KK01

Closing Date: 17 Aug 2009

Time: 4:00pm, EST

Naval Research Laboratory

4555 Overlook Avenue, S.W.

Washington, D.C. 20375

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/content.php?P=PLANNINGVISIT> .

L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program 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 52.215-20 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 in Sections L-13, Volume II – Business Proposal; L-14; and L-15

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus Fixed Fee Term contract resulting from this solicitation.

L-6 FAR 52.222-18 – CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

L-7 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability 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-8 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-9 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-10 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless requested by the Contractor and provided for in the contract. If Government-Furnished Property is required for the performance of this effort, the Contract shall clearly identify what is required and the time it is necessary for uninterrupted performance of the effort.

L-11 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 10 of the Standard Form 33, *Solicitation, Offer and Award*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-12 PROPOSAL ORGANIZATION

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-13 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES.**

(1) The offeror must propose the labor categories in accordance with the Level of Effort Breakdown in Section H. If the offeror uses labor category terminology other than that used in Section H, the offer must provide a matrix clearly relating their proposed labor categories to those stated.

(2) The following information is required for evaluation of your technical/management proposal:

PERSONNEL QUALIFICATIONS:

The proposal must contain resumes which demonstrate that the proposed personnel meet the personnel qualifications as stated in the Personnel Qualifications, Attachment No. 3. The proposal should also include the background, pertinent experience, length of time each individual will be working on the project, education level, and experience (both general and project related) of the individuals proposed. The proposal should also indicate the availability of sufficient key contractor personnel.

COMPANY EXPERIENCE

The proposals must provide information on the extent of the offeror's past experience in providing support services similar in nature to that being requested. This information should demonstrate the amount of experience the offeror has with sensor suite integration, sensor system design and development, and test and evaluation experience for naval tactical warfare applications. The proposal should also indicate the amount of experience the offeror has with test planning, system performance evaluations, and data reduction and analysis support during laboratory and field evaluations, directed energy and high power microwave systems and the vulnerabilities of systems to such weapons. The proposal should demonstrate the offeror's capabilities to understand issues associated with Navy system development and evaluation and the roles/relationships of military laboratory and field activities supporting such activities.

TECHNICAL UNDERSTANDING

The proposals must demonstrate that the offeror has a thorough understanding of each of the task areas of the Statement of Work. The proposal should discuss the offeror's understanding of the different types of off-board countermeasure systems, and their interactive use against anti-ship cruise missiles in a shipboard environment, as well as the current nature and status of directed energy and electronic warfare research and development programs. The proposal should also demonstrate the offeror's experience in the details of how to develop, implement, and effectively utilize laboratory facilities; develop software for engagement simulation scenarios; design and develop unique devices and sensors for electronic warfare countermeasure applications; perform calibration, and data reduction techniques; conduct laboratory and field evaluations of sensors and systems; and assess foreign technologies applicable for U.S. Government research and development programs.

COMPANY FACILITIES AND EQUIPMENT

The proposals must demonstrate the adequacy of general and unique facilities and equipment proposed for this effort. The proposal should indicate the extent to which the offeror has a cleared Top Secret facility clearance, with at least Secret storage capability.

PAST PERFORMANCE INFORMATION

(a) 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 3 contracts or subcontracts completed by the offeror or predecessor companies during the past 3 years for services similar in nature to this requirement. Include in the 3 any current contracts or subcontracts for similar 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 or 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's name and telephone number

(b) 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 electronically in full text at http://heron.nrl.navy.mil/contracts/4335_1.pdf 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.

(c) 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.

L-14 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES, AS WELL AS AN ELECTRONIC COPY COMPATIBLE WITH MICROSOFT OFFICE.

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

The contractor shall furnish a copy of the cost proposal to their cognizant DCAA office. The cover page of the proposal shall clearly indicate the RFP Number, the Contracting Officer's name and phone number and the following statement:

“The Contracting Officer has directed that this advance copy be sent to you in anticipation of the RATE CHECK that will be requested in order to determine cost realism in accordance with FAR 15.305 and 15.404(d).”

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (NOV 2007) with its Alternate II (OCT 2001), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (OCT 2000), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

L-15 TRAVEL ESTIMATE

For the purpose of preparing their proposals, offerors should utilize the following per year estimate for travel requirements. Offerors should note that these are direct costs, and that they should add any applicable indirect costs. During the term of the contract, the contractor will be reimbursed actual and verifiable material and other direct expenses. The Government estimates the travel costs for this effort to be \$100,000 for the basic award and \$100,000 per year for each option year, if exercised.

L-16 MATERIALS ESTIMATE

For the purpose of preparing their proposals, offerors should utilize the following per year estimate for material and subcontractor requirements. Offerors should note that these are direct costs, and that they should add any applicable indirect costs. During the term of the contract, the contractor will be reimbursed actual and verifiable material and other direct expenses.

The estimated material costs for this effort are anticipated to be \$300,000 for the basic award and each option year if exercised. Anticipated material requirements will consist of, but is not limited to, equipment such as network analyzers, oscilloscopes, spectrum analyzers, test equipment, lasers, amplifiers, power meters, radio controlled equipment, radios, cables, and containers.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, evaluated cost and other factors considered. The Government reserves the right to make award to other than the low offeror. The technical considerations are more important than the cost factor. The closer the technical scores of the various proposals are to one another, the more important the cost considerations become. The Technical factor is more important than the Cost factor.

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. Personnel Qualifications is more important than all other factors. Company Experience is more important than Technical Understanding, Company Facilities/Equipment, and Past Performance. Company Facilities/Equipment is more important than Past Performance.

M-3-1. TECHNICAL

(1) PERSONNEL QUALIFICATIONS:

The proposals will be evaluated on the extent to which the proposed personnel meet the personnel qualifications as stated in the Personnel Qualifications, Attachment No. 3, including the length of time each of the proposed individual will be working on the project. Also to be evaluated is the availability of sufficient key contractor personnel.

(2) COMPANY EXPERIENCE

The proposals will be evaluated on the extent of the offeror's past experience in providing support services similar in nature to that being requested. The proposal will be evaluated on the amount of demonstrated experience the offeror has with sensor suite integration, sensor system design and development, and test and evaluation experience for naval tactical warfare applications, test planning, system performance evaluations, and data reduction and analysis support during laboratory and field evaluations. The proposals will also be evaluated on the extent of the offeror's current experience with

directed energy and high power microwave systems and the vulnerabilities of systems to such weapons. The proposals will be evaluated on the extent to which the offeror's experience includes demonstrated capabilities to understand issues associated with Navy system development and evaluation and the roles/relationships of military laboratory and field activities supporting such activities.

(3) TECHNICAL UNDERSTANDING

The proposals will be evaluated on the offerors demonstrated knowledge of each of the task areas of the Statement of Work. This includes its understanding of the different types of off-board countermeasure systems, and their interactive use against anti-ship cruise missiles in a shipboard environment, as well as the current nature and status of directed energy and electronic warfare research and development programs. Also to be evaluated is the extent to which the offeror demonstrates its experience in the details of how to develop, implement, and effectively utilize laboratory facilities; develop software for engagement simulation scenarios; design and develop unique devices and sensors for electronic warfare countermeasure applications; perform calibration, and data reduction techniques; conduct laboratory and field evaluations of sensors and systems; and assess foreign technologies applicable for U.S. Government research and development programs.

(4) COMPANY FACILITIES AND EQUIPMENT

The proposals will be evaluated on the adequacy of general and unique facilities and equipment proposed for this effort. Also to be considered is the extent to which the offeror has a cleared Top Secret facility clearance, with at least Secret storage capability.

(5) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. 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)(iv).

M-3-2 COST TO THE GOVERNMENT

The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-4 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

STATEMENT OF WORK

COUNTERMEASURE TECHNOLOGY AND DIRECTED ENERGY WEAPONS DEVELOPMENT AND ASSESSMENTS

1.0 INTRODUCTION

The Naval Research Laboratory (NRL) is responsible for research, development, and management for directed energy weapons (DEW) and countermeasures systems development projects for the U.S. Navy. The technology development projects encompass a broad frequency spectrum including pulse power, radio frequencies (RF) to as high as terahertz, millimeter wave frequency bands, and the infrared spectral region. With the development of advanced missile seekers by potential adversaries, as well as terrorist activities in foreign ports, advanced countermeasure technologies and directed energy weapons play an increasing role in protecting Fleet assets in both the blue water and littoral environments. Contractor support is required in these research efforts which include, but are not limited to, pulsed power, terahertz, RF, millimeter wave, laser systems, electromagnetic pulses (EMP), electronic warfare (EW), global positioning system (GPS), and unique countermeasure capabilities and systems. The contractor shall assess the application of advanced technologies to improve countermeasure and sensor systems.

2.0 SCOPE

The contractor shall provide scientific and engineering expertise on site at the Naval Research Laboratory, Washington, D.C. to perform technology assessment of countermeasure and directed energy weapons systems and the vulnerability of military and civilian assets including EW and GPS controlled systems, to such weapons as High Power RF and RF systems, millimeter wave systems, laser systems, and surveillance sensors in both blue water and littoral missions for the Navy. The tasks shall include threat analysis, including but not limited to anti-ship cruise missiles, small and large vessels, Improvised Explosive Devices (IEDs) and explosive detonators. Other task areas include system analysis, system design and development, system test and evaluation, data collection and analysis, computer simulation design and development, and various facility operations. The contractor shall acquire foreign technology information and hardware to support development projects. The contractor shall have the capability to acquire expertise to develop and analyze specific technologies. The experience and qualifications of the subcontractors/consultants shall be reviewed and approved by an approved Government Representative. The contractor shall operate in classification environments that require security clearances in accordance with this contracts DD254.

3.0 TECHNICAL REQUIREMENTS

The contractor shall provide scientific, engineering, and analytical expertise to perform technology assessments and the design, test, and evaluation of directed energy weapons systems against Improvised Explosive Devices (IEDs) and explosive detonators, small boat terrorist intrusion in foreign ports, engine stopping interdiction operations, and the vulnerability of military and civilian assets to HPM (High Power Microwave) weapons, RF, terahertz, millimeter wave, and laser countermeasure systems, femtosecond lasers for energy projection, surveillance sensors, data acquisition and processing systems, and test and evaluation systems. The contractor shall perform research and systems engineering in special project areas, accomplish specific technology applications, and develop prototype and engineering hardware. The contractor's tasks shall encompass technical areas of foreign and U.S. countermeasure capabilities; and security control technology for airborne and surface warfare capabilities. The contractor shall provide the personnel, facilities, and materials to perform the following tasks:

3.1 SYSTEM DEFINITION ANALYSES

The contractor shall analyze and evaluate the definition of radar systems, millimeter wave systems, RF and terahertz systems, laser systems, electronic countermeasures systems, high power microwave weapons systems and subsystems, and component concepts and alternatives. The contractor shall assess threats at the all source intelligence level, analyze the operational environment, determine system performance requirements, specify the optimum system configuration, define interface parameters, define integration and support requirements, define multi-sensor coordination, and analyze the environmental impact.

3.2 PERFORMANCE ANALYSES

The contractor shall analyze conceptual designs, development equipment, and existing systems to assess system and subsystem performance in both controlled and operational environments. The contractor shall use very specialized devices and systems, RF and optical calibration facilities, radiometric instrumentation, real-time data acquisition systems, and image processing systems to evaluate various system performance techniques. The contractor shall calibrate, operate, and maintain these complex devices, systems, and facilities and perform detailed data reduction and analysis. The contractor shall select, develop, and integrate measurement platforms. The contractor shall participate in field exercises. These field exercises will be conducted in a variety of geographic locations within the free world, however, the vast majority will be located within the US. The contractor shall evaluate performance under both controlled laboratory conditions and dynamic field conditions. The contractor shall also develop system models and computerized simulation capabilities to evaluate performance. The contractor shall perform parametric performance studies, sensitivity studies, and multi-sensor correlation studies. The contractor shall assess the environmental impact and the effects on both hardware and personnel.

3.3 SYSTEM EVALUATION

The contractor shall provide technical and engineering expertise to evaluate emerging technologies for proposed and fielded sensors and countermeasure and HPM systems. The technologies are primarily under development in the U.S.; however, foreign technologies shall also be evaluated for applications for the aforementioned systems. The contractor shall acquire and assess foreign technologies and systems, as required by the Government. The contractor shall perform static and dynamic tests at specified sites, under the direction of the COR, to evaluate the various systems of interest. The contractor shall participate in test planning and utilize the computerized simulation capabilities to predict testing outcomes.

3.4 ANALYSIS OF TEST RESULTS

The contractor shall provide technical and engineering expertise to analyze test results, evaluate test results, develop planning information, and report on test results.

3.5 PROGRAM DOCUMENTATION

The contractor shall provide technical and system engineering expertise to analyze, investigate, and provide input to prepare and update program documentation. The contractor shall analyze proposed system or equipment changes; recommend changes to documentation; analyze technical, operational, cost, risk, and schedule factors to develop program documentation; and prepare technical descriptive materials to meet program reporting requirements.

3.6 TEST SUPPORT

New and innovative technologies are continually being developed within the countermeasure technology and directed energy weapons discipline. The contractor shall provide the personnel, supplies, and facilities required to evaluate technologies of interest within this field. The contractor shall design and fabricate specialized hardware to support system tests at various Government test facilities. The hardware required to support test and evaluation shall include data acquisition and storage systems. The hardware shall also include electrical or mechanical fixtures to interface system or test equipment to land, ship, or airborne platforms. Any support material designed and fabricated by the contractor under this contract shall become the property of the Government and shall remain at the testing location if the Government deems it to be reusable.

3.7 TECHNICAL DATA, PUBLICATIONS, AND SPECIFICATIONS

The contractor shall search out and evaluate technical data and publications pertinent to a particular system under consideration by the Government. The contractor shall perform an assessment of specifications, test plans and procedures, drawings and drawing packages, study reports, and test data reports.

3.8 SECURITY SUPPORT

The contractor shall ensure the control of classified and special access program information. The Contractor shall ensure that all personnel and sites have appropriate clearances and approved facilities for access to information on controlled programs in accordance with this contracts DD254.

4.0 DELIVERABLES

The contractor shall provide the following reports and briefing materials, in accordance with Exhibit A-DD 1423:

- i. Consolidated quarterly technical status reports,
- ii. Consolidated financial status reports
- iii. Contractor On-Site Labor Report
- iv. Technology Assessment reports,
- v. Project briefing materials, including technical study reports, presentation materials, charts.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 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 the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0002				B. EXHIBIT A		C. CATEGORY: TDP <input checked="" type="checkbox"/> TM _____ OTHER _____					
D. SYSTEM/ITEM COUNTERMEASURE TECHNOLOGY				E. CONTRACT/PR NO. 57-4063-08		F. CONTRACTOR TBD					
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM Consolidated Financial Status Report			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE SOW, Para. 4.0		6. REQUIRING OFFICE NRL Code 5745					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION 45 DAC AWD					
8. APP CODE N/A				11. AS OF DATE 45 DAC AWD		13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16		14. DISTRIBUTION			
						a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
16. REMARKS The contractor shall report its monthly expenditure of funds, including labor, material, and travel and its projection of expenditures for the following month, no later than 10th day of each month. The contractor's format is acceptable.						COR, Code 5745		3			
						15. TOTAL →		0		3 0	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Consolidated Technical Status Report			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE SOW, Para. 4		6. REQUIRING OFFICE NRL, Code 5745					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY QRTLY		12. DATE OF FIRST SUBMISSION 105 DAC AWD					
8. APP CODE N/A				11. AS OF DATE 105 DAC AWD		13. DATE OF SUBSEQUENT SUBMISSION QRTLY		14. DISTRIBUTION			
						a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
16. REMARKS Report on Technical Progress for each task as defined in the Statement of Work for the past three months and future plans for the next three months. The contractor's format is acceptable.						NRL Code 5745		3			
						15. TOTAL →		0		3 0	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Technology Assessment Reports			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE SOW, Para. 3.3 and 4.0		6. REQUIRING OFFICE					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION ASREQ					
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION ASREQ		14. DISTRIBUTION			
						a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
16. REMARKS Documentation for all analysis and evaluation tasks, including data collected and analysis results derived. Draft to be provided within 30 days after task completion. NRL to provide comments on the draft w/in 30 days with final due 30 days after.						NRL Code 5745		2		3	
						15. TOTAL →		2		3 0	
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM Project Briefing Materials			3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE SOW, Para. 4.0		6. REQUIRING OFFICE					
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY ASREQ		12. DATE OF FIRST SUBMISSION ASREQ					
8. APP CODE N/A				11. AS OF DATE N/A		13. DATE OF SUBSEQUENT SUBMISSION ASREQ		14. DISTRIBUTION			
						a. ADDRESSEE		b. COPIES			
								Draft		Final	
								Reg		Repro	
16. REMARKS The contractor shall be required to prepare and present briefs on projects as required. The contract shall submit the applicable technical study report(s), presentation materials (charts, graphs, etc), minutes (if kept).						NRL Code 5745		1		0	
						15. TOTAL →		0		1 0	
G. PREPARED BY COR, Code 5745				H. DATE 03 DEC 08		I. APPROVED BY			J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (Specify)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5745

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a TOP SECRET facility clearance, and personnel available with final DoD granted personnel security clearances commensurate with level of access required for performance of contract.

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
(If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

16. CERTIFICATION AND SIGNATURE. Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL

b. TITLE

c. TELEPHONE (Include Area Code)

VICKI CICALA

CONTRACTING OFFICER, SECURITY

(202) 767-2240/2576

d. ADDRESS (Include Zip Code)

NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE. SW
WASHINGTON, DC 20375-5320

17. REQUIRED DISTRIBUTION

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY 1226.2, 5745, 5702, 1223

e. SIGNATURE



DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <p style="text-align: center; font-weight: bold;">TOP SECRET</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center; font-weight: bold;">SECRET</p>			
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>			
a. PRIME CONTRACT NUMBER				X	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD)
b. SUBCONTRACT NUMBER					b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)
X	c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)	
	57-4063-08						
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.							
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD						N/A	
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
N/A						N/A	
8. ACTUAL PERFORMANCE							
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
N/A						N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT SCIENTIFIC AND ENGINEERING SERVICES FOR COUNTERMEASURE TECHNOLOGY, DIRECTED ENERGY WEAPONS DEVELOPMENT AND ASSESSMENTS.							
10. CONTRACTOR WILL REQUIRE ACCESS TO:				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			
	YES	NO			YES	NO	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
b. RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>		b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>		e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(1) Sensitive Compartmented Information (SCI)	<input checked="" type="checkbox"/>	<input type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
(2) Non-SCI	<input checked="" type="checkbox"/>	<input type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>		h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>		i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
i. LIMITED DISSEMINATION INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>		l. OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	
k. OTHER <i>(Specify)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>		STU/STE III VOICE CAPABILITY	<input type="checkbox"/>	<input type="checkbox"/>	

PERSONNEL QUALIFICATIONS

The minimum qualifications for the required personnel mix is as follows:

* **Senior Electrical Engineer/Program Manager**

The Program Manager (PM) shall be responsible for the overall management and coordination of all work and shall act as a central point of contact with the Government. Program Manager for at least one major research program. Prior to assignment of any replacement program manager, approval of the contracting officer is required. Shall have at least ten years of demonstrated experience in the design, development, and implementation of electronic warfare (EW) systems for Navy and Marine Corps applications, including RF, millimeter wave, and laser systems. Shall have experience on current Navy EW and High Power Microwave (HPM) research and development programs. Shall have current knowledge and experience with directed energy technologies. Shall have experience in the design, development and testing of on-board and off-board countermeasures. Shall have at least a Masters degree in electrical engineering. Shall have at least a Top Secret clearance on the date of RFP submittal.

* **Electrical Engineer/Physicist**

Shall have at least five years of experience in sensor and system laboratory modeling and simulation. Shall be very familiar with a variety of sensor system characterizations. Shall have experience with critical military simulations. Shall have in-depth modeling experience on key missile defense systems and advanced conceptual systems. Shall have at least a BS in Physics or Electrical Engineering. Experience with high voltage systems is highly desirable. Shall have at least a secret clearance on the date of RFP submittal.

* **Senior RF Engineer**

Shall have at least 15 years of experience in the design, development, and implementation of multi-spectral EW systems for DoD applications, including high power RF systems. Shall have current knowledge and experience with directed energy technologies. Shall have a minimum of 5 years of experience with DoD operational, research and development, and intelligence organizations in directed energy weapons and radio frequency countermeasure technology, including current and active participation with Tri-Service technology advisory committees. Shall have at least a B.S. in Physics or Electrical Engineering. Shall have at least a Top Secret clearance on the date of RFP submittal.

RF Engineer

Shall have at least a B.S. in Electrical Engineering. Shall have a minimum of three years of experience designing, building, and/or modeling radio frequency transmitters, receivers, and/or associated signal processing software and hardware. Shall have familiarity with RF measurement equipment and experience performing RF measurements. Shall have experience in the application of microwave devices including microwave antenna measurements and analysis. Shall have experience with RF countermeasure techniques and/or technologies, including RF decoys and/or active jamming technologies. High interest in individuals experienced with counter improvised explosive device technology. Shall be trained in the effects of radio frequencies when used with explosives. Shall have at least a Secret clearance on the date of RFP submittal.

*** Senior Systems Engineer**

Shall have a minimum 15 years experience with 10 years of experience in systems engineering for electronic warfare research and development. Shall have specialized experience with RF on-board and off-board countermeasure systems. Shall have at least a M.S. degree in a systems engineering discipline. Shall have at least a Top Secret clearance on the date of RFP submittal.

*** Laser Scientist Engineer**

Shall have at least eight years experience in designing, testing, and operating a variety of lasers. Shall have experience in setting up and conducting laboratory and field tests; in designing and fabricating experimental setups for laser technology investigations, in particular ultra short pulse lasers. Shall have current experience with infrared lasers and infrared countermeasure techniques. Shall have experience in the integration of measurement suites for land, ship, and air platforms. Shall have experience with Femtosecond laser effects on materials, femtosecond laser propagation and interaction with the atmosphere, and femtosecond laser design and operation. Shall have at least a Secret clearance on the date of RFP submittal.

*** MECHANICAL ENGINEER**

Shall have at least 10 years of experience in Electro-Optic/Infrared (E-O/IR) system mechanical design and integration. Shall have the capability to integrate E-O/IR systems into land, airborne, and ship platforms. Shall have experience in the design, setup, and conduct of E-O/IR/RF laboratory and field countermeasure, low observable, and radiometric tests. Shall have experience in the procedures to transport, store, and test explosive materials. Shall have a minimum of a B.S. in Mechanical Engineering. Shall have at least a Secret clearance on the date of RFP submittal.

SENIOR ELECTRONICS TECHNICIAN

Shall have at least eight years of experience in supporting the design, development, test, and evaluation of a wide variety of electronic and electromagnetic sensors and systems. Shall have experience in setting up and conducting laboratory and field tests; in the design and fabrication of electronic and electro-mechanical components and subsystems; and in the integration of measurement suites for land, ship, and air platforms. Shall have at least a Secret clearance on the date of contract award. Shall have hands on experience with Improvised Explosive Devices (IED), in particular the implementation and defeat of IED triggers. Field experience in this area is preferred.

Junior Electronics Technician

Shall have at least one year of experience in supporting the design, development, test, and evaluation of a wide variety of electronic and electromagnetic sensors and systems. Shall have experience in setting up and conducting laboratory and field tests. Shall have at least a Secret clearance on the date of RFP submittal.

*** Senior Security Specialist**

Shall have a minimum of 15 years of DOD security experience. Shall have a minimum of 10 years experience with Top Secret, SCI, and SAP security policies and procedures. Shall have experience with Navy electronics warfare research and development programs. Shall have at least a Top Secret SCI clearance on the date of RFP submittal.

Security Specialist

Shall have a minimum of 2 years of DOD security experience. Shall have experience with handling, accounting and control of classified information, and giving security briefings. Shall have experience with Navy electronic warfare research and development programs. Shall have at least a Secret clearance on the date of RFP submittal.

Administrative Specialist/Technical Writer

Shall have a minimum of 2 years of administrative experience. Shall have experience with government requirements for invoicing and purchasing. BS degree is desirable. Shall be familiar with NRL report writing formats. Shall have a Secret clearance on the date of RFP submittal.

Information Technology Technician

Shall have a minimum of 1 year of experience in the information technology field. A college degree is desirable. Shall have experience in setting up and maintaining computer networks in laboratory environments. Shall have a Secret clearance on the date of RFP submittal.

*** Denotes Key Personnel**