

2. CONTRACT NUMBER 3. SOLICITATION NUMBER N00173-09-R-TB02 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED 23 SEPT 09 6. REQUISITION/PURCHASE NUMBER 57-1118-08

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 4 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 12:00pm local time 22 OCT 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) AREA CODE 202 NUMBER 767-0667 EXT. C. E-MAIL ADDRESS jerry.riles@nrl.navy.mil

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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 (See Section I, Clause No. 52.232-8) 10 CALENDAR DAYS (%) 20 CALENDAR DAYS (%) 30 CALENDAR DAYS (%) CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):

AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT. 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED 20. AMOUNT 21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)) 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

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

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 services as specified in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD Form 1423)	NSP		
Total Cost Plus Fixed Fee (CPFF)		\$	\$	\$

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	\$	\$	\$
2	0001	xx MMM yy	\$	\$	\$
3	0001	xx MMM yy	\$	\$	\$
4	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 award through twelve (12) months thereafter. Each Option, if exercised, shall extend the period of performance, an additional twelve (12) months.

F-3 PLACE OF PERFORMANCE

The principal place of performance of this contract shall be **NRL, Washington, DC.**

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, Code 3220, email: 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)

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-3 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-4 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-5 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-6 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-7 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 Electronic Engineer I	
Senior Aerospace Engineer	

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 42,240 total hours of direct labor, including subcontractor direct labor for the Base period, and 42,240 total hours of direct labor, including subcontractor direct labor for each of the option years, if exercised. 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 3,520 hours per month for the Base period and each option year. 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:

Labor Category	Base Year	Option 1 – Yr 2	Option 2 – Yr 3	Option 3 – Yr 4	Option 4 – Yr 5
Sr. Electronic Engineer I	1,920	1,920	1,920	1,920	1,920
Sr. Electronic Engineer II	1,920	1,920	1,920	1,920	1,920
Electronic Engineer	3,840	3,840	3,840	3,840	3,840
Sr. Aerospace Engineer	1,920	1,920	1,920	1,920	1,920
Aerospace Engineer I	1,920	1,920	1,920	1,920	1,920
Aerospace Engineer II	1,920	1,920	1,920	1,920	1,920
Mechanical Engineer	1,920	1,920	1,920	1,920	1,920
Military Systems Analyst	1,920	1,920	1,920	1,920	1,920
Program Mangmt Specialist	3,840	3,840	3,840	3,840	3,840
Systems Engineer/Analyst	3,840	3,840	3,840	3,840	3,840
Computer/Network Specialist	1,920	1,920	1,920	1,920	1,920
Sr. Computer Scientist/Engr	1,920	1,920	1,920	1,920	1,920
Computer Scientist/Engineer	3,840	3,840	3,840	3,840	3,840
Electronic Technician	3,840	3,840	3,840	3,840	3,840
Project Technician	1,920	1,920	1,920	1,920	1,920
Aerospace Engineering Tech.	1,920	1,920	1,920	1,920	1,920
IT Profess./Comp. Programmer	1,920	1,920	1,920	1,920	1,920
Totals	42,240	42,240	42,240	42,240	42,240

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 AIRCRAFT REQUIREMENTS

The Contractor agrees to provide the aircrafts and crews in the number of hours specified below in performance of the work described in this contract.

Aircraft and Crew Requirement	Base Year	Option 1 – Year 2	Option 2 – Year 3	Option 3 – Year 4	Option 4 – Year 5
Supersonic Aircraft with Crew	10	10	10	10	10
Subsonic Aircraft with Crew	30	30	30	30	30

NRL may require modifications to the inside and outside of the aircraft to accommodate installation of Government equipment. Examples of modifications that may be required inside the aircraft include, the addition of equipment specific cables and minor equipment rack changes. Examples of outside aircraft modifications include, pod mounting, cable harness installation, and instrumentation equipment and antenna mounting.

H-5 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-6 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-7 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-8 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-9 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).

H-10 OPTION TO EXTEND SERVICES UP TO SIX ADDITIONAL MONTHS

The Government may require continued performance of any services specified in the contract. The rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option clause may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to completion of the performance of the contract.

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>
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)
52.204-2	- 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)
52.215-8	- 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) <i>(will be included if the successful offeror does not propose facilities capital cost of money)</i>
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) - Alternate II (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)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 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)
- 52.222-35 - 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)

- 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)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 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)
- 52.245-9 - Use And Charges (JUN 2007)
- 52.246-23 - Limitation Of Liability (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))*)
- 252.211-7007 - Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
- 252.215-7000 - Pricing Adjustments (DEC 1991)

- 252.215-7004 - Excessive Pass-Through Charges (MAY 2008)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7004 - 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)
- 252.225-7013 - Duty Free Entry (OCT 2006)
- 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)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 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 - 8 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 2 Pages.
- J-2** Attachment (2) – Personnel Qualifications, 3 Pages
- J-3** Attachment (3) – DD Form 254, Contract Security Classification Specification, Ser 091-09 Dated 09/09/2009, 2 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**

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

52.215-1	-	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 3220JR
RFP No. N00173-09-R-TB02 Closing Date: 22 OCT 2009 Time: 12:00 pm, E.S.T.
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 12 noon, E.S.T., 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-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 52.233-2 - 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-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

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

L-9 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless 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-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 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-11 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-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 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:

I. TECHNICAL UNDERSTANDING:

Proposals must demonstrate that the offeror has a thorough understanding of each of the following: technical understanding of the Statement of Work (SOW) and requirements of each task; concept for achievement of task assignment; understanding of the interrelationships between the tasks; and understanding of each deliverable requirement. The offeror shall describe their complete understanding and experience of the technical requirements and the general nature of the tasks in the SOW. Simply stating the offeror understands the SOW or restating the SOW will not be considered responsive.

II. PERSONNEL QUALIFICATION:

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 must demonstrate that personnel proposed have the ability to perform the tasks delineated in the Statement of Work. The offeror shall describe the years of experience, educational background, past accomplishments, and previous work assignments that are similar in scope to the tasks in the Statement of Work.

III. CORPORATE EXPERIENCE:

Proposals must demonstrate the offerors' ability in performing work on similar contracts. The offeror should provide company qualifications, background, and related experience to demonstrate the understanding of the technical problems related to the tasks. The offeror should describe projects involving research in all task areas of the Statement of Work. The offeror should provide documentation to show proposed project organization as it demonstrates assignment of personnel and defines their roles in accomplishing the tasks outlined in the Statement of Work.

IV. 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 two (2) contracts or subcontracts completed by the offeror or predecessor companies during the past three (3) years for services similar in nature to this requirement. Include in the two (2) previous contracts, 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-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES, AS WELL AS AN ELECTRONIC COPY COMPATIBLE WITH MICROSOFT OFFICE.

(1) COST PROPOSAL

(a) 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).”

(b) The following travel and material estimates are for evaluation purposes only. The Government estimates the travel and material costs for this effort to be as shown in the matrix below:

	BASE	OPTION 1	OPTION 2	OPTION 3	OPTION 4
Materials	\$150,000	\$150,000	\$150,000	\$150,000	\$150,000
Travel	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000	\$ 20,000

* Offerors should add any applicable indirect costs to the above estimates

(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-14 CRITERIA FOR ALTERNATE PROPOSALS

Proposals submitted in response to this solicitation are not limited to the suggested approaches of the acquisition data furnished. In order to be evaluated, alternate proposals must offer technical improvements or modifications which are to the overall benefit of the Government. Offerors are encouraged to submit alternate proposals containing new ideas, unique approaches or other significant beneficial program improvements. The alternate proposal will be evaluated in accordance with the evaluation criteria. If the alternate proposal is considered most advantageous to the Government but involves a substantive or material departure from the stated basic proposal requirements or the stated evaluation criteria, all offerors shall be given an opportunity to submit new or amended proposals on the basis of the revised requirements provided this can be done without revealing to the other offerors innovative solutions or techniques or other information entitled to protection from disclosure. The Government reserves the right to award a contract based upon an alternate proposal which meets the government's technical requirements and is otherwise awardable in accordance with the evaluation and award criteria.

**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 significantly 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.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factors as listed in Section M-2-1, are significantly more important than the cost factor. Technical Understanding and Personnel Qualifications are of equal importance and are more important than Corporate Experience and Past Performance. Corporate Experience and Past Performance are of equal importance.

M-2-1. TECHNICAL

I. TECHNICAL UNDERSTANDING:

Proposals will be evaluated on the demonstrated soundness and understanding of each of the following: Technical Understanding of the Statement of Work and requirements of each task; Concept for achievement of task assignment; Understanding of the interrelationships between the tasks; and understanding of each deliverable requirement. The offeror shall describe their complete understanding of the technical requirements and the general nature of the tasks in the SOW. Simply stating the offeror understands the Statement of Work or restating the Statement of Work will not be considered responsive.

II. PERSONNEL QUALIFICATION:

Proposals will be evaluated on the qualifications of the personnel proposed to perform the tasks delineated in the Statement of Work. Proposals will be evaluated on the offerors description of the years of experience, educational background, past accomplishments, and previous work assignments that are similar in scope to the tasks in the Statement of Work.

III. CORPORATE EXPERIENCE:

Proposals will be evaluated on the demonstrated ability of the offeror in performing work on similar contracts. The offeror should provide company qualifications, background, and related experience to demonstrate the understanding of the technical problems related to the tasks. The offeror should describe projects involving research in all task areas of the Statement of Work. The offeror should provide documentation to show proposed project organization as it demonstrates assignment of personnel and defines their roles in accomplishing the tasks outlined in the Statement of Work.

IV. 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 that may be available to the Government. 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-2-2 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-3 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

ENGINEERING AND TECHNICAL SUPPORT OF ELECTRONIC WARFARE DEVELOPMENT PROGRAMS

1.0 INTRODUCTION

The Naval Research Laboratory (NRL) is deeply involved in advancing the field of Electronic Warfare (EW) and Information Warfare (IW). This Statement of Work (SOW) establishes and describes the contractor requirements and performance in support of the Off-board Countermeasures (OCM) Branch, Tactical Electronic Warfare Division (TEWD), with emphasis on research, development, test, analysis, and program management.

Modern air and surface defense systems are a sophisticated threat to the security of U.S. forces. EW/IW encompasses the continuing requirement to pursue mission objectives in a hostile environment of current and projected threats. EW/IW supports these and other functional warfare tasks by degrading the enemy's capability to acquire and engage friendly forces. Effective EW/IW systems are required to insure the survival of U.S. forces and the successful completion of these mission objectives.

The OCM Branch has been tasked by the Office of Naval Research (ONR), Naval Air Systems Command (NAVAIR), Naval Sea Systems Command (NAVSEA), and other Department of Defense (DOD) sponsors to be the Technical Program Manager for numerous developmental and management efforts related to development, installation, maintenance and operation of advanced EW/IW systems. Responsibility includes the development of program plans and milestones, and the selection of feasible candidate concepts and designs to be analyzed, evaluated, developed, fabricated, integrated and tested.

2.0 SCOPE

The contractor shall provide specialized operational expertise along with engineering and technical support, travel and material to perform the tasks of this SOW. Task-associated support shall be provided for electronic, aerodynamic, mechanical and advanced hardware and software development, along with integration and test of advanced EW and IW systems on Navy ships and aircraft. The operational aspect will involve the analysis to define requirements and assessments needed to exploit threat situations and support EW/IW tactical decision-making. It will also involve devising effective and imaginative means for organizing, controlling, and displaying this information. The contractor shall provide support for the development, integration, and testing of advanced EW/IW concepts, systems, subsystems, techniques, and equipment. The contractor shall analyze, test and evaluate the feasibility, producibility, supportability, and effectiveness of candidate concepts and the deployment techniques. The contractor shall provide recommendations in the development and maintenance of requisite program documentation. Technical

support will include expertise related to systems design, options, requirements, features, capabilities, and strategy and their issues, consequences, interfaces, cost, schedule and performance risks, associated initial and follow-on costs, impact assessments of various options on the achievement of Navy missions, and Fleet user performance goals and objectives relating to advanced EW/IW systems.

3.0 SUPPORT FUNCTIONS, REQUIREMENTS AND TASKS.

The following sections describe the task areas associated with this contract effort. Program directions, milestones and priorities may vary over the contract period.

3.1 Electronic Design, Fabrication, and Evaluation

The contractor shall provide engineering design, analysis, and evaluation in the electronic development and testing of advanced EW/IW systems. This will include support for existing systems, as well as advanced concepts and Pre-Planned Product Improvement (P31) efforts.

The contractor shall design, develop, fabricate, and assemble electronic brass board hardware and conduct prototype tests to demonstrate and evaluate improved electronic performance for possible incorporation into future advanced EW/IW systems.

The contractor shall attend design and requirement reviews and critical hardware demonstrations at NRL and other DOD and contractor facilities. These reviews include P31 development, design approval, test and evaluation, aircraft or ship installation and integration. The contractor shall provide independent evaluations of the information obtained at these test efforts and design reviews.

The contractor shall analyze and evaluate advanced EW/IW test data to produce an effectiveness recommendation of the resulting electronic characteristics. The contractor shall assess and report the operational realism of the tests as related to known threat radar, missile, command, control and communications systems performance and characteristics.

The contractor shall analyze, develop and evaluate improved program documentation. The contractor shall provide expertise related to systems design, options, requirements, features, capabilities, and strategy and their issues, consequences, interfaces, cost, schedule and performance risks, associated initial and follow-on costs, impact assessments of various options on the achievement of Navy missions, and Fleet user performance goals and objectives relating to advanced EW/IW systems.

The contractor shall analyze, develop and evaluate improved electronic designs and techniques relating to development of more effective EW/IW systems.

The contractor shall develop and implement computer simulations and models to evaluate the effectiveness and performance of the Advanced EW/IW systems. The contractor shall exercise these simulations and deliver the results, along with conclusions and recommendations.

The contractor shall analyze and evaluate design approaches as they are selected by the COR, and recommend alternative designs and potential hardware sources required to implement these designs.

3.2 Aerodynamic Design, Fabrication, and Evaluation

The contractor shall provide engineering design, analysis, test and evaluation support in the aerodynamic development and testing of the Advanced EW/IW systems. This will include support for the existing as well as advanced concepts and P3I efforts.

The contractor shall attend design and requirement reviews and critical hardware demonstrations. The contractor shall provide evaluations of the information obtained at these reviews.

The contractor shall design, develop, fabricate, and assemble prototype aerodynamic flight test support hardware and conduct flight testing of prototype hardware to evaluate improved flight performance and aerodynamic characteristics for possible incorporation into future systems.

The contractor shall analyze and evaluate test data to produce an independent evaluation of the resulting deployment and aerodynamic characteristics. The contractor shall assess and report the operational realism of the tests as related to aircraft missions and flight characteristics.

The contractor shall use its knowledge of aerodynamics to analyze and evaluate improved aerodynamic designs and deployment techniques relating to development of safe flight-worthy OCM EW/IW systems.

The contractor shall develop and implement aerodynamic computer simulations and models to evaluate Advanced EW/IW vehicle performance. The contractor shall exercise these simulations and deliver the results, along with conclusions and recommendations.

The contractor shall analyze and evaluate design approaches as they are selected by the Contracting Officers Representative (COR), and recommend alternative designs and potential hardware sources.

3.3 Mechanical Design, Fabrication and Evaluation.

The contractor shall provide engineering design, analysis, and evaluation support in the mechanical development and testing of the Advanced EW/IW systems. This will include support for existing systems, as well as advanced concepts and P3I efforts.

The contractor shall attend development design reviews and critical hardware demonstrations. The contractor shall provide independent evaluations of the information obtained at these reviews.

The contractor shall design, develop, fabricate, and assemble required mechanical test support hardware and conduct prototype tests to evaluate improved mechanical, stress and thermal performance for possible incorporation into future EW/IW systems.

The contractor shall analyze and evaluate test data to produce an independent evaluation of the resulting mechanical characteristics. The contractor shall assess and report the operational realism of the tests.

The contractor shall analyze and evaluate improved thermal and structural designs and techniques relating to development of longer lasting OCM EW/IW systems.

The contractor shall develop and implement thermal and structural computer simulations and models to evaluate Advanced EW/IW performance. The contractor shall exercise these simulations and deliver the results, along with conclusions and recommendations.

The contractor shall analyze and evaluate design approaches as they are selected by the COR, and recommend alternative designs and potential hardware sources.

3.4 Advanced Techniques Development and Evaluation

The contractor shall provide engineering design and evaluation support for the development of advanced ECM modulations, techniques and brass board devices. As there are several other contractors involved in hardware development of the advanced EW/IW subsystems, and numerous Navy, Air Force and Army laboratories involved in the evaluation of advanced EW/IW effectiveness, the contractor shall provide development, test and evaluation support for these techniques and devices at NRL, and other test sites.

The contractor shall analyze and evaluate improved operational designs and techniques relating to development of more user-friendly advanced EW/IW systems. The tasks may also require use of interactive computer graphics, data base management techniques, Navy and Air Force sensor capabilities, electronic intelligence (ELINT) signal processing, inter-systems communications, and numerical analysis.

3.5 Production Engineering and Technical Support

The contractor shall provide production engineering and technical support for EW/IW programs.

The contractor support will include, but not be limited to, the evaluation and documentation of EW/IW hardware, software, and systems production costs and recommended actions on manufacturing and production problems. The contractor shall review the programmatic impact of production engineering changes, waivers and deviations on procurement, and provide technical evaluation to address EW/IW intelligence production capabilities, as well as production operations, processes, EW/IW system integration and concept of operations.

The contractor shall provide program analysis and planning to assess Navy requirements in the area of both EW and IW, including support for other sponsors pertaining to the development, planning, production and fielding of EW/IW capabilities relating to both hardware and software.

The contractor shall review technical and programmatic EW/IW documentation for operational feasibility, effectiveness, and interoperability. The contractor shall produce draft policy, instructions, and technical support papers in support of sponsor and programmatic requirements.

3.6 Countermeasures Design and Development

The contractor shall provide engineering and hardware design for the development of OCM deployment systems and devices; participate in design reviews of countermeasure hardware and equipment; and deliver independent evaluations of these reviews.

The contractor shall provide RF countermeasure analysis for advanced ECM concepts and proposals and circuit design and fabrication of these concepts.

The contractor shall provide engineering specifications and designs; fabricate and assemble specialized laboratory hardware; analyze and evaluate test results; and prepare test reports on the results of these efforts.

3.7 Offboard Countermeasures Test and Evaluation

The contractor shall provide designs and specifications for the development and fabrication of test measurement systems for the field-testing of offboard countermeasures. The contractor shall investigate accuracy requirements for these systems, research sources and availability of off-the shelf equipment, conduct trade-offs, and recommend optimized systems.

The contractor shall provide developmental offboard countermeasures field test planning; deliver technical analysis and evaluation during the field testing of active and passive offboard countermeasures; participate in test planning, preparation, set-up, and recovery; and operate test equipment, data recording equipment, and process and evaluate the data collected.

The contractor shall review program test plans and schedules, determine the test instrumentation required to support the test; research availability of components and test support equipment; and provide the components and test support equipment to conduct the test.

3.8 Off-board Countermeasures Simulation and Modeling

The contractor shall provide computer simulations to evaluate candidate design improvements and deployment techniques for off-board countermeasures. The contractor shall modify and/or develop and code computer simulations in order to obtain realistic and detailed evaluations of deployment scenarios, and develop and code computer simulations, as necessary, to evaluate candidate system effectiveness, considering both electronic payload and delivery platform effects.

3.9 Engineering Design, Fabrication, and Evaluation

The contractor shall provide engineering design, fabrication, analysis, and evaluation support in the electronic development and testing of advanced EW systems. This will include support for existing systems, as well as advanced concepts and P3I efforts.

The contractor shall design develop, fabricate, and assemble electronic and RF brass board hardware and conduct prototype tests to demonstrate and evaluate improved electronic performance for possible incorporation into future advanced EW systems.

The contractor shall design, develop, fabricate, and assemble test support hardware and fixtures to evaluate improved EW system performance.

The contractor shall analyze and evaluate design approaches as they are selected by the COR, and recommend alternative designs and potential hardware sources to implement these designs.

3.10 Systems Integration Support

The contractor shall provide engineering and technical support for the installation and integration of the Advanced EW/IW systems and subsystems into Navy ships and aircraft.

The contractor shall attend technical and design reviews at other airframe and hardware contractor facilities. The contractor shall review these development and integration demonstrations, and produce an independent evaluation of the proposed design/installation.

The contractor shall develop and deliver constructive recommendations and improvement options for design modifications, field tests, data requirements, logistics, costs and schedules associated with integration into these Navy ship and aircraft types.

The contractor shall analyze and evaluate improved EW/IW integration designs and requirements relating to development of more adaptable OCM EW/IW systems.

3.11 Systems/Subsystems Test Support

The contractor shall provide technical field test support for advanced developmental and operational EW/IW systems. The contractor shall support NRL and other DOD activities in determining the systems, personnel, logistics, specialized test equipment and facilities required to support these field tests of advanced EW/IW systems. The contractor shall participate in test planning, preparation, set-up, and recovery of test devices. The contractor shall assist in the assembly and operation of specialized test equipment, data recording equipment, and in the processing and evaluation of data collected from numerous developmental tests including wind tunnel, static, sled, drone, and aircraft launches of EW/IW decoy systems.

3.12 Engineering Design, Specification, and Prototyping

The contractor shall develop and deliver engineering design, specification, and prototyping of specialized test support equipment. The contractor shall determine test center and contractor requirements, and incorporate these requirements into the system management and milestone plans. The contractor shall provide modification recommendations and engineering design and specification for installation of advanced EW/IW test hardware into Navy ships and aircraft. The contractor shall develop and, where necessary, provide such specialized test and analysis equipment or components that are necessary to meet test schedules.

The contractor shall recommend facilities that may be used to analyze and evaluate improved concepts, designs and requirements relating to development of effective OCM systems.

3.13 Threat/Mission/Effectiveness Analysis

The contractor shall assist provide expertise in the analysis of threat missile and radar systems, analysis of the missions assigned to ships and aircraft that may be programmed to receive the advanced EW/IW systems, and analysis of the effectiveness of the advanced EW/IW systems when tested against a wide range of threat simulators.

The contractor shall support operational scenario development, along with modeling and simulation of capabilities and effectiveness of advanced EW/IW systems within these scenarios. These efforts will be used to support a cost/risk analysis of advanced EW/IW systems.

The contractor shall develop and evaluate improved designs and techniques relating to development of more cost effective OCM EW/IW systems.

3.14 Program Management Support

The contractor shall provide expertise in the development and maintenance of requisite advanced EW/IW program documentation for NAVAIR, NAVSEA and other program sponsors.

The contractor shall analyze and evaluate program plans for technical and schedule adequacy and determine whether schedules are realistic, and deliver constructive recommendations on all facets of these development programs.

The contractor shall provide expertise in the development and support of system development/integration plans, schedules, and designs.

The contractor shall prepare test and evaluation program introduction documents, develop component and system test plans, participate in system working meetings with the sponsors and hardware contractors, participate in component and systems test programs, and provide analysis and evaluation results.

The contractor shall draft system interface specifications, system performance specifications.

The contractor shall provide documentation of the advanced EW/IW systems research and development test programs. The contractor shall develop program milestone plans and schedules, evaluate availability of personnel and equipment resources.

The contractor shall forecast test and analysis requirements, documentation requirements, and other management tools that are required to complete the development program in a cost effective manner and within program milestones.

4.0 DELIVERABLES

Deliverables resulting from these tasks shall enable the COR to refine preliminary estimates and facilitate a basis for recommendations, alternatives and positions to be taken on advanced EW/IW and associated developmental programs. All reports shall be submitted in specified quantities to the addressees indicated on the attached DD Form 1423, Contract Data Requirements List (CDRL)

4.1 Test Hardware

The contractor shall provide specialized electronic, aerodynamic and mechanical systems, components and models required to meet test schedules such as flight testing at other Navy or Air Force facilities. This hardware may consist of specialized test equipment or components required to meet the analysis or flight test tasks described above in a timely manner. Examples of specialized hardware include, Cockpit Control Units (CCUs) for test aircraft, reel assemblies and other replacement parts for the advanced EW/IW pods, special purpose microprocessors, components, and software drivers for these devices, video or analog recording devices, special tools, fittings or jigs used for assembly or disassembly of decoys, and pods.. The contractor shall deliver a test hardware report that shall include the design specifications, construction details, user instructions, power requirements, and hardware limitations.

4.2 Test Software

The contractor shall provide specialized software used for the collection, analysis, and display of EW/IW data required to meet required programmatic and test schedules. This software may require the contractor to provide specialized hardware associated with the collection, analysis and display of this data. Examples of specialized software include, databases, multimedia, and compilers. The contractor shall deliver a test software report that must include the design specifications, programming details, user instructions, and system hardware requirements.

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____					
D. SYSTEM/ITEM			E. CONTRACT/PR NO. N00173-09-R-TB02		F. CONTRACTOR TBD				
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM SOFTWARE, SOFTWARE DOCUMENTATION, CODES,			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW		6. REQUIRING OFFICE NRL CODE 5713				
7. DD 250 REQ	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION				
8. APP CODE		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ						
16. REMARKS The Contractor shall provide all developed software, software codes, documentation, in accordance with the Statement of Work Tasks.					15. TOTAL →	COR CODE 5713	0	1	0
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Designs, Simulations, Test and Evaluation Reports and Plans			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW		6. REQUIRING OFFICE NRL CODE 5713				
7. DD 250 REQ	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION				
8. APP CODE		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ						
16. REMARKS					15. TOTAL →	COR, CODE 5713	1	1	0
G. PREPARED BY			H. DATE	I. APPROVED BY		J. DATE			

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

PERSONNEL QUALIFICATIONS

The contractor shall provide personnel within the following labor categories, with experience as indicated.

1. Senior Electronic Engineer I (Key Personnel) – Must have a Bachelors degree in Electronic Engineering with a minimum of 15 years experience in Active Radio Frequency (RF) Electronic Warfare (EW) systems development programs. Experience with computer simulations and Offboard Countermeasures systems desired. A SBI/SCI security clearance. SEE NOTES 1 and 2.

2. Senior Aerospace Engineer (Key Personnel) - Must have a Bachelors degree in Aeronautical Engineering with a minimum of 15 years experience in with aircraft and/or drone systems development, integration and testing. Must have extensive management background in small aerodynamic vehicle development programs. Experience with Offboard Countermeasures systems desired. ASBI/SCI security clearance is required. SEE NOTES 1 and 2.

3. Program Management Specialist (Key Personnel) - Must have a Bachelors degree in Engineering or Engineering Management with a minimum of ten (10) years experience in the management of research, development and testing of military EW systems. Must have recent experience in support of DOD program management and budgeting cycle. SECRET clearance required. SEE NOTE 1.

4. Senior Electronic Engineer II – Must have a Bachelors degree in Electronic Engineering with a minimum of 15 years experience with active and passive Radio Frequency (RF) Electronic Warfare (EW) systems and equipment and equipment development programs. Experience with RCS measurement systems required. Experience with computer simulations and offboard countermeasure systems desired. TOP SECRET/SCI security clearance is required. SEE NOTE 1.

5. Electronic Engineer - Must have a Bachelors degree in Electronic Engineering with a minimum of 5 years experience with digital, RF and/or high voltage circuits and equipment. Experience with computer simulations, EW and/or radar systems desired. SECRET clearance required. SEE NOTE 1.

6. Aerospace Engineer I - Must have a Bachelors degree in Aeronautical Engineering with a minimum of 5 years experience in design, development and testing of aircraft and/or drone systems. Experience with small supersonic aerodynamic vehicles desired. SECRET clearance required. SEE NOTE 1.

7. Aerospace Engineer II - Must have a Bachelors degree in Mechanical/Aeronautical Engineering with a minimum of 5 years experience in the design, development, and testing of small unmanned aircraft and rockets for use of offboard countermeasures vehicles. Secret clearance is required. SEE NOTE 1.

8. Mechanical Engineer – Must have a Bachelors Degree in Mechanical Engineering with a minimum of 5 years experience in design, development and testing of electromechanical devices for use on ship, aircraft and/or drone systems. SECRET clearance required. SEE NOTE 1.

9. Military Systems Analyst - Must have a Bachelors degree in a relevant technical field (EW/Avionics preferred). Must have five to ten years operational experience in Navy EW related squadrons or organizations, and minimum of five (5) years programmatic experience in Navy EW/IW related acquisition programs. A SBI/SCI security clearance is required. SEE NOTE 1.

10. Systems Engineer/Analyst - Must have a Bachelors degree in a relevant technical area. A minimum of Five (5) years experience in the analysis, evaluation, and fusion of tactical information. Must be proficient in systems evaluation, design and integration. Knowledge of U.S. Navy Shipboard electronic countermeasure systems is required. SECRET clearance required. SEE NOTE 1.

11. Computer/Network Specialist - Must have a Bachelors degree in computer science, engineering, math, or physics with a minimum of two (2) years experience in computer operations and computer networks. Must be proficient in computer hardware maintenance, software maintenance, and software design. CNE certification is required. Must be thoroughly familiar with operations on LANs/WANs using IBM PC, SUN Workstation and/or Silicon Graphics Workstation hardware. Must possess experience in software development using UNIX and C. SECRET clearance required. SEE NOTE 1.

12. Senior Computer Scientist/Engineer - Must have a Bachelors degree in Computer Science, Computer Engineering, or Electrical Engineering, and a minimum of 15 years experience in software design and development . Programming experience in FORTRAN, VME, C, and UNIX environments highly desirable. Must be capable of identifying, isolating, and solving system level software problems. Shall have the ability to design, implement, and maintain large relational databases, and be proficient in Data base Management Systems. Computer graphics based man-machine interface development experience is highly desirable. Must have a currently active TOP SECRET clearance. SEE NOTE 1.

13. Computer Scientist/Engineer - Must have a Bachelors degree in Computer Science, Computer Engineering, or Electrical Engineering. Requires a minimum of two (2) years experience in software development in VME, C. and UNIX environments. Must have the ability to identify, isolate, and solve system level software problems. Must have the ability to design, implement, and maintain large relational databases, and must be proficient in the use of Data Base Management Systems. Computer graphics based man-machine interface development experience is required. SBI/SCI security clearance is required. SEE NOTE 1.

14. Electronic Technician - Must have five (5) years minimum experience in electronics, with experience in RF systems design, digital systems design, high and low voltage power supplies. SECRET clearance required. SEE NOTE 1.

15. Project Technician - Must have a minimum of five (5) years experience with maintenance, operation and modification of electronic and mechanical systems. SECRET clearance required. SEE NOTE 1.

16. Aerospace Engineering Technician - Must have a minimum of five (5) years experience in aerospace engineering. Secret clearance is required.

17. IT Professional/Computer Programmer - Must have a Bachelors degree. Must be skilled in the development of software code (primarily C+ and C++) and the application of that code to real-world hardware projects. Must have knowledge and skill in the programming and application of micro-controller systems. Secret clearance is required.

NOTES:

1) Due to the sensitive nature of these developmental programs, all personnel proposed for this contract effort must be U.S. citizens with at least the security clearances listed. As hardware development and testing these system takes place at a wide range of Government and contractor facilities, personnel proposed must be willing to travel at least one (1) week per month in support of these activities.

2) As hardware being developed for a number of these programs is intended for installation on a wide range of tactical and strategic fighter/bomber aircraft, one or both of the Senior Engineers listed above shall have military fighter pilot experience.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**
(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED

TOP SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

a. PRIME CONTRACT NUMBER

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER

57-1118-08

DUE DATE (YYYYMMDD)

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

a. ORIGINAL *(Complete date in all cases)*

DATE (YYYYMMDD)

2009/09/09

b. REVISED
(Supersedes all previous specs)

REVISION NO.

DATE (YYYYMMDD)

c. FINAL *(Complete Item 5 in all cases)*

DATE (YYYYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

YES

NO

If Yes, complete the following:

Classified material received or generated under

(Preceding Contract Number) is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254?

YES

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 *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

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 *(Name, Address, and Zip Code)*

N/A

N/A

8. ACTUAL PERFORMANCE

a. LOCATION

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

N/A

N/A

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

ENGINEERING & TECHNICAL SUPPORT FOR ELECTRONIC WARFARE DEVELOPMENT PROGRAMS.

10. CONTRACTOR WILL REQUIRE ACCESS TO:

YES NO

a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION

b. RESTRICTED DATA

c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION

d. FORMERLY RESTRICTED DATA

e. INTELLIGENCE INFORMATION

(1) Sensitive Compartmented Information (SCI)

(2) Non-SCI

f. SPECIAL ACCESS INFORMATION

g. NATO INFORMATION

h. FOREIGN GOVERNMENT INFORMATION

i. LIMITED DISSEMINATION INFORMATION

j. FOR OFFICIAL USE ONLY INFORMATION

k. OTHER *(Specify)*

11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:

YES NO

a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY

b. RECEIVE CLASSIFIED DOCUMENTS ONLY

c. RECEIVE AND GENERATE CLASSIFIED MATERIAL

d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE

e. PERFORM SERVICES ONLY

f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES

g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER

h. REQUIRE A COMSEC ACCOUNT

i. HAVE TEMPEST REQUIREMENTS

j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS

k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE

l. OTHER *(Specify)*

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*)

PUBLIC RELEASE IS NOT AUTHORIZED IN CONJUNCTION WITH THIS CONTRACT.

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 (<i>Include Area Code</i>)
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, 5713, 5702, 1223

e. SIGNATURE
