

2. CONTRACT NUMBER \_\_\_\_\_ 3. SOLICITATION NUMBER N00173-10-R-JR12 4. TYPE OF SOLICITATION  SEALED BID (IFB)  NEGOTIATED (RFP) 5. DATE ISSUED 28 APR 11 6. REQUISITION/PURCHASE NUMBER 55-0064-10

7. ISSUED BY \_\_\_\_\_ CODE N00173 8. ADDRESS OFFER TO (If other than Item 7) \_\_\_\_\_  
 CONTRACTING OFFICER  
 NAVAL RESEARCH LABORATORY  
 4555 OVERLOOK AVE, SW  
 WASHINGTON, DC 20375-5320

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 31 MAY 11  
 (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

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	17-24
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	25
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	26-41
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	6	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	42-49
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	7-13	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	50-51
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	14-16				

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**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>SUPPLIES / SERVICES</b>	<b>MAXIMUM NOT TO EXCEED AMOUNT</b>
0001	The contractor shall provide the supplies and/or services as specified in Section C.	\$ 99,000,000.00
<b>Total Not To Exceed Amount</b>		<b>\$ 99,000,000.00</b>

**B-2 MINIMUM AND MAXIMUM QUANTITIES**

As contemplated by the contract clause entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support with a total estimated cost and fixed fee of at least \$ 10,000.00.

The maximum quantity that the Government may order during the effective period of the contract is research and development support with a total estimated cost and fixed fee not exceeding the total maximum estimated cost and fixed fee stated in Section B-1, above.

The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work.

**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** The specific work to be carried out shall be further described in orders issued under this contract.

**C-3 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-4 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 DELIVERIES OR PERFORMANCE**

- (a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through \*.
- (b) Each delivery order/task order shall specify the period of performance.
- (c) All deliverables required by Contract Line Item No. (CLIN 0001) under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative

\*

Naval Research Laboratory

Contract Number : \*

Task Order Number: \_\_\_\_\_

Building: \*

Code: \*

4555 Overlook Avenue, SW

Washington DC 20375-5320

- (d) Each delivery order/task order shall specify the place of performance.

( \* 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, [jerry.riles@nrl.navy.mil](mailto: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](mailto:security-group@nrl.navy.mil)

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

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

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

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

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

( \* To be completed at time of award )

**G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)**

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

**G-4 SUBCONTRACTORS/CONSULTANTS**

- (a) 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).
- (b) (Paragraph (j) of FAR 52.244-2 is filled in as follows. The following subcontractor/consultants have been identified in the Contractor's proposal as necessary for performance of this contract and were evaluated during negotiations:

<u>Subcontractor/Consultant Name</u>	<u>Estimated Total Cost</u>
--------------------------------------	-----------------------------

**G-5 PAYMENT OF FIXED FEE (COMPLETION FORM)**

The fixed fee set forth in Section B of this contract shall be payable on completion of the work and services required under each CLIN of this contract and their acceptance on behalf of the Government. However, the contractor may bill on each voucher the amount of the fixed fee bearing the same percentage to the amount of cost billed as the total fixed fee bears to the total estimated cost set forth in Section B, subject to the contract clause entitled "Fixed Fee" (FAR 52.216-8). If the fixed fee is reduced pursuant to any clause or requirement of this contract and the reduced fee is less than the sum of all fee payments made to the contractor under this contract, the contractor shall repay the difference to the Government. The total fee paid the contractor shall not exceed the fixed fee set forth in Section B.

**G-6 INCREMENTAL FUNDING**

Orders issued under this contract may be incrementally funded. Incrementally funded orders will contain a provision substantially as follows:

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

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

**G-7 ACCOUNTING AND APPROPRIATION DATA**

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

## G-8 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Task orders under this contract will be issued on a cost-plus-fixed-fee basis and may be either completion or term form (see FAR 16.306). Each task order shall be subject to either FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds, as appropriate. Each term form task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".
- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work. The fixed fee shall be in the same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.
- (e) Task orders issued shall include, but not be limited to, the following information:
  - (1) Date of Order
  - (2) Contract Number and Task Order Number
  - (3) Accounting and Appropriation Data
  - (4) Description of the Work to be Performed
  - (5) Level of Effort (if applicable)
  - (6) DD Form 1423 (Contract Data Requirements List)
  - (7) Place of Performance
  - (8) Period of Performance
  - (9) Estimated Cost Plus Fixed Fee
  - (10) DD Form 254 (Contract Security Classification Specifications)
  - (11) List of Government furnished material and the estimated value thereof for each order.
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

### **G-9 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-10 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-11 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER**

- (a) The COR or TM assigned in Section G will provide the contractor with a Statement of Work (SOW) for each order. The Contractor shall provide the COR or TM with a proposal in response to the SOW. The COR or TM will prepare an acquisition package and forward to the NRL Contracting Division for issuance of an order.
- (b) Direct Labor Hours, travel and material costs are subject to negotiation prior to award. In order to fully evaluate each order proposal, the contractor shall provide the following as applicable:
  - (1) A time phased (e.g., monthly, quarterly, etc.) breakdown of direct labor by labor category.
  - (2) A complete breakdown for travel identifying each cost mode of travel and the reason for the travel proposed.
  - (3) A complete list of all material including quantity and cost. The contractor shall provide specific documentation to serve as the basis for price verification (i.e., vendor quotations, invoices, published price lists, GSA schedule lists, etc.).

### **G-12 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.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

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.

**Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:**

*(Note - since WAWF does not accept the use of multiple ACRNs with the same AAA or SDN for any single CLIN or SLIN on one invoice; multiple invoices may have to be used. Please contact the ADMINISTERED BY Office listed on page one of the award document for additional instructions.)*

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3<sup>rd</sup> character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

<b>ROUTING TABLE</b>	
<b>DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF</b>	
Document Type	<input type="checkbox"/> Cost Voucher <input type="checkbox"/> Invoice and Receiving Report (COMBO) <input type="checkbox"/> Invoice as 2-in-1 (services only)
Contract Number	N00173-11-D-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
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.

<b>Send More Email Notifications</b>	
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 additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office listed on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line: 1-800-251-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)*

<b>Labor Category</b>	<b>First/M/Last Name</b>
Senior Microwave Engineer or Physicist	
Senior Electrical/Electronic Engineer	
Senior Mechanical Engineer	
Senior Computer Networking Specialist	
Senior Systems Engineer	

Senior Electro-Optics/Optical Scientist	
Senior Computer Systems Engineer	
Senior Analyst	
Senior Program Manager	

**H-3 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-4 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-5 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-6 PROTECTION OF HUMAN SUBJECTS

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

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

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

## PART II - CONTRACT CLAUSES

### SECTION I CONTRACT CLAUSES

#### I-1 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>

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

#### a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
-------------------	--------------

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 (Oct 2010)
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 (Oct 2010)
52.203-13	- Contractor Code Of Business Ethics And Conduct (Apr 2010)
52.203-14	- Display Of Hot-line Poster(s) (DEC 2007) Fill in for paragraph (b)(3): DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
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 (JUL 2010)
52.204-9	- Personal Identity Verification Of Contractor Personnel (SEP 2007)
52.204-10	- Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
52.209-8	- Updates of Information Regarding Responsibility Matters.(Apr 2010)
52.211-15	- Defense Priority And Allocation Requirements (APR 2008)
52.215-2	- Audit And Records-Negotiation (OCT 2010)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 2010)
52.215-15	- Pension Adjustments And Asset Reversions (OCT 2010)

- 52.215-17 - Waiver Of Facilities Capital Cost Of Money (OCT 1997)  
*(will be included if the successful offeror does not propose facilities capital cost of money)*
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 2010)
- 52.215-21 - Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 2010) - Alternate IV (OCT 2010)
- 52.215-22 - Limitations On Pass-Through Charges--Identification Of Subcontract Effort (Oct 2009)
- 52.215-23 - Limitations on Pass-Through Charges. (OCT 2009)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.216-24 - Limitation of Government Liability (APR 1984)
- 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 (Jul 2010)
- 52.219-9 - Small Business Subcontracting Plan (APR 2008) - Alternate II (OCT 2001)
- 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)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (Jul 2010)
- 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 (OCT 2010)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 52.222-50 - Combating Trafficking In Persons (FEB 2009)
- 52.222-54 - Employment Eligibility Verification (JAN 2009)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-4 - Recovered Material Certification (MAY 2008)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.223-15 - Energy Efficiency In Energy-Consuming Products (DEC 2007)
- 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)
- 52.227-3 - Patent Indemnity (APR 1984)

- 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 2010)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (OCT 2008)
- 52.230-6 - Administration Of Cost Accounting Standards (Jun 2010)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 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)
- 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 (OCT 2010) - Alternate I (JUN 2007)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-1 - Government Property (AUG 2010)
- 52.245-9 - Use And Charges (AUG 2010)
- 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 (AUG 2010)
- 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)
- 252.204-7008 - Export-Controlled Items. (Apr 2010)
- 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)
- 252.217-7027 - Contract Definitization (OCT 1998)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.219-7004 - Small Business Subcontracting Plan (Test Program) (AUG 2008)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7004 - Report Of Intended Performance Outside The United States And Canada-Submission After Award (Oct 2010)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States (Oct 2010)
- 252.225-7012 - Preference For Certain Domestic Commodities (DEC 2008)
- 252.225-7013 - Duty Free Entry (Dec 2009)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JAN 2009) (*fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113*)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)

- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7038 - Patent Rights-Ownership By The Contractor (Large Business) (DEC 2007)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 252.237-7023 - Continuation of Mission Essential Functions .(MAR 2010)
- 252.242-7004 - Material Management And Accounting System (Jul 2009)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (Aug 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 52.216-18 ORDERING (OCT 1995)**

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from *(fill-in)* through *(fill-in)*.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

**I-3 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of **\$ 99,000,000.00**

(2) Any order for a combination of items in excess of **\$99,000,000.00**; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within fifteen (15) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I-4 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after *(fill-in)*

**I-5 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 \_\_\_\_\_.

**I-6 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 - 5 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, Pages.
- J-2** Attachment (2) – Personnel Qualifications, 9 Pages.
- J-3** Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser 007-11, Dated 01/12/2011, 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 52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010)

(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 \_\_\_\_\_ *[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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-- Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

(i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

(ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

(iii) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

(iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

(v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

(vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

(vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

(viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

(ix) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

(x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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.

(End of Provision)

**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: **541712**
- (2) The small business size standard is: **500 Employees**

**K-4 52.209-7 –INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)**

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

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

**K-5 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 \$650,000 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 subparagraph (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 subparagraph (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 subparagraph (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-6 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.

**K-7 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2010)**

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d) of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://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/DFARS 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-8 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT. JUN 2010)**

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

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) “Foreign government” includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) “Proscribed information” means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a)

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)	
Name and Address of Offeror	
Name and Address of Entity Controlled by a Foreign Government	
Description of Interest, Ownership Percentage, and Identification of Foreign Government	
(End of provision)	

**K-9 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE.(DEC 2009)**

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

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

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number	Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)

(End of provision)

**K-10 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE CERTIFICATE. (JUL 2009)**

(a) *Definitions.* "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

---



---

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

**K-11 - 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)**

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

(1) "Foreign person" means any person (including any individual, partnership, corporation, or other form of association) other than a United States person.

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in 50 U.S.C. App. 2415(2) and means—

(i) Any United States resident or national (other than an individual resident outside the United States who is employed by other than a United States person);

(ii) Any domestic concern (including any permanent domestic establishment of any foreign concern); and

(iii) Any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern.

(b) *Certification.* If the offeror is a foreign person, the offeror certifies, by submission of an offer, that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. 2407(a) prohibits a United States person from taking.

(End of provision)

**K-12 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE.(DEC 2009)**

(a) *Definitions.* “Bahrainian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “foreign end product,” “Moroccan end product,” “qualifying country end product,” and “United States,” as used in this provision, have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act—Free Trade Agreements—Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except the end products listed in paragraph (c)(2) of this provision, is a domestic end product; and

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

(2) The offeror shall identify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) end products:

(Line Item Number) (Country of Origin)

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products:

(Line Item Number) (Country of Origin)

(iii) The following supplies are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

(Line Item Number) (Country of Origin (If known))

(End of provision)

ALTERNATE I (OCT 2006)

As prescribed in 225.1101(10), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," and "Moroccan end product" in paragraph (a) of the basic provision; and substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision.

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)
- 52.219-9    -    Small Business Subcontracting Plan (OCT 2010)
- 52.222-24    -    Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

**DFARS CLAUSE    TITLE**

- 252.209-7001-1. Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
- 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:

<b>Contracting Officer, ATTN: Code 3220:JR</b>		
<b>RFP No. N00173-10-R-JR12</b>	<b>Closing Date: 31 May 11</b>	<b>Time: 12:00 noon, EST</b>
<b>Naval Research Laboratory</b>		
<b>4555 Overlook Avenue, S.W.</b>		
<b>Washington, D.C. 20375</b>		

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, Eastern time, (12:00PM ON CLOSING DATE), 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>.

Facsimile proposals are not authorized.

**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 2010) ALTERNATE IV (OCT 2010)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide data as set forth under Section L, Volume II – Business Proposal.

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

The Government contemplates award of an Indefinite Delivery Indefinite Quantity type contract with Cost Plus Fixed Fee Completion Delivery Orders resulting from this solicitation.

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

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

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

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

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

**L-8 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)**

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

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

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

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

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

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

Date	
Printed Name and Title	
Signature	

(End of identification and assertion)

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

**L-9 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE  
PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

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

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

**L-10 GOVERNMENT-FURNISHED PROPERTY**

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

**L-11 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-12 PROPOSAL ORGANIZATION**

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

**L-13 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

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

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price.

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

**I. PERSONNEL QUALIFICATIONS**

The proposal shall contain resumes that demonstrate that the proposed personnel meet the required experience and educational background in accordance with the Personnel Qualifications, Attachment 2.

The proposal shall present the availability of proposed Key personnel on a full time basis.

The proposal shall present documentation, i.e. employment agreements, consultant agreements, indicating immediate availability for all proposed personnel who are not currently contractor employees.

The proposal shall indicate that the proposed personnel have the required security clearances at the time of proposal submission.

**II. TECHNICAL UNDERSTANDING**

The proposal shall demonstrate the offerors complete understanding and knowledge of each of the task areas of the Statement of Work.

The proposal shall demonstrate that the offeror understands issues associated with Navy system development and evaluation and the roles/relationships of military laboratory and field activities supporting such activities.

**III. COMPANY EXPERIENCE**

The proposal shall demonstrate current in-house experience in providing R&D support similar in nature to that set forth in the SOW. Current experience shall be within the last five years.

The proposal shall demonstrate experience with Federal Research and Development Laboratories. Specific experience with the U. S. Naval Research Laboratory is desirable.

**IV. MANAGEMENT**

The proposal shall demonstrate the offeror's ability to manage tasks and subtasks like or similar to those in the Statement of Work.

The proposal shall include the corporate structure as related to contracts, defining responsibilities, authorities, and accountabilities.

## V. 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), 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](http://heron.nrl.navy.mil/contracts/4335_1.pdf) is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

**L-14 VOLUME II - BUSINESS PROPOSAL**

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

**(1) COST PROPOSAL**

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

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

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

**(2) SMALL BUSINESS PARTICIPATION**

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (OCT 2010) 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.

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, evaluated cost and other factors considered. The Government reserves the right to make award to other than the low offeror. The technical considerations are more important than the cost factor. The closer the technical scores of the various proposals are to one another, the more important the cost considerations become. Offerors will be deemed non-responsive if, in accordance with Attachment 3, DD254, they do not possess the required facility clearances at time of proposal which is deemed to be the closing date for receipt of proposals.

**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. Personnel Qualifications are more important than all other technical factors. Technical Understanding is more important than Company Experience, Management, and Past Performance, which are of equal importance.

**M-3-1. TECHNICAL**

**I. PERSONNEL QUALIFICATIONS**

Proposals will be evaluated on the proposed personnel with the required experience and educational background, as demonstrated by submitted resumes, in accordance with the Personnel Qualifications, Attachment 2.

Proposals will be evaluated on the availability of proposed Key personnel on a full time basis.

The Proposal will be evaluated based on documentation provided indicating immediate availability for all proposed personnel who are not currently contractor employees.

Proposals will be evaluated on whether the proposed personnel have the required security clearances at the time of proposal submission.

**II. TECHNICAL UNDERSTANDING**

Proposal will be evaluated on the offerors demonstrated understanding and knowledge of each of the task areas of the Statement of Work.

The proposal will be evaluated on the offerors capability to understand issues associated with Navy system development and evaluation and the roles/relationships of military laboratory and field activities supporting such activities.

### **III. COMPANY EXPERIENCE**

Proposals will be evaluated on the offerors current in-house experience in providing R&D support similar in nature to that set forth in the SOW. The experience must have been within the last 5 years.

Proposals will be evaluated on demonstrated experience with Federal Research and Development Laboratories. Specific experience with the U. S. Naval Research Laboratory is desirable.

### **IV. MANAGEMENT**

The proposal will be evaluated based on the Offerors' demonstrated ability to manage tasks and subtasks like or similar to those in the Statement of Work.

The proposal will be evaluated on the corporate structure as related to contracts, defining responsibilities, authorities, and accountabilities.

### **V. PAST PERFORMANCE**

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iv).

### **M-3-2 COST TO THE GOVERNMENT**

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

## STATEMENT OF WORK

### SPECIAL PROJECTS IN ELECTRO-MAGNETICS TRANSMISSIONS

#### 1.0 Introduction

The Naval Research Laboratory (NRL) conducts basic research, exploratory development, and advanced technology demonstrations in the collection, transmission, and processing of information to provide a basis for improving the conduct of military operations. NRL's current research and development efforts in computer science, networking, and communications focuses on the IT technologies necessary to provide the information superiority and distributed networked force capabilities that underlie all three Naval warfare missions: Global War On Terror (GWOT)/irregular warfare, homeland defense, and conventional campaign.

NRL provides immediate solutions to current operational needs as required, with particular emphasis placed on developing those technologies necessary to implement the 2009 Department of the Navy's Science and Technology Strategic Plan, to meet the requirements of the Cooperative Strategy for 21st Century Seapower. NRL research programs span the four areas that require fundamental advances for Netcentric Warfare to proceed: improved communications and network technology; improved technology for assured computing; improved technology for information processing, discovery, integration, dissemination, and presentation; and improved technology for intelligent and autonomous systems. Within these areas, NRL concentrates on those requirements that will not be met by industry: Naval grade requirements for robustness, flexibility, mobility, reliability, security, simplicity of use, and affordability over system lifecycle.

#### 2.0 Scope

The contractor shall provide scientific, engineering, technical and analytical support for a wide range of NRL research services and activities. Contractor personnel will support programs addressing Navy and sponsoring priorities. The Contractor will be required to support unclassified and classified tasks with each task capable of being performed at a level up to and including Top Secret. Personnel requiring a DoD issued Top Secret clearance based on an SSBI must also meet Intelligence Community Directive (ICD) 7041 eligibility for SCI access. Foreign nationals require Government prior approval for performance on unclassified tasks. Performance shall be onsite at NRL and offsite. Other security related tasks or requirements not stated in the DD 254 are not required.

### **3.0 Tasks**

#### **Task 3.1 – Resource Management Support**

The contractor shall provide technical and administrative support in maintaining program related materials, communications with program departments and their principles, the preparation of technical briefings and presentations, the development of work plans, annotation and promulgation of action items resulting from meetings and general programmatic support. The contractor will ensure all project and program actions are tracked and documented and that the documentation is available to specified program and project participants. The contractor shall provide support for the planning, negotiation, and implementation of meetings, conferences, and seminars. Contractor efforts shall include the planning and execution of these events including, but not limited to, event planning, securing meeting venues and facilities, acquiring required equipment, meeting management, and execution of the agenda and event management.

#### **Task 3.2 - Program Management**

The contractor shall perform as liaison with the NRL Contracting Officer's Representative (COR) and support the following contract tasks:

- a. Provide task leader support along functional areas,
- b. Assign personnel to meet specific task requirements taking into consideration staff knowledge, experience and demonstrated performance,
- c. Provide continual refinement of schedule, resource requirements, approach methodology and identification and resolution of problem areas,
- d. Produce and deliver a monthly comprehensive contract cost monitoring and control report,
- e. Establish budgets and monitor financial status of SOW tasks performed under the total program,
- f. Conduct subcontractor technical and financial performance monitoring and compliance review of deliverable items.

#### **Task 3.3 - Signature Support**

The contractor shall generate, analyze and build tools to understand signatures that span the electromagnetic (EM) spectrum, evidence patterns, and/or recognizable shapes, which characterize objects. The contractor shall consider freespace EM radiation across the spectrum, analysis of signatures as they relate to specific devices and/or equipment, and generation of tools (analytical and sensors) to generate composite signatures from different

data types.

**Task 3.4 - Research and Development in Physical Channel Effects and Techniques to foster robust data transfer in a freespace environment (such as ionospheric or atmospheric effects)**

The contractor shall conduct the study of channel characteristics on propagation including turbulence, scintillation and aerosols, and the ionosphere. The contractor shall develop robust signal processing techniques for reduced bit-error-rate (BER) and/or reduced packet-error-rates (PER), develop sophisticated tracking methods for maintaining links to moving platforms, simultaneous ranging and communication to and from remote platforms and development of improved communications systems.

The task includes investigations, designs and build-outs as they pertain to laser systems for data transfer links and the development of novel free-space optical and infrared data transfer applications using novel applications of communications techniques such as the use of modulating retro-reflectors in tactical settings. Studies of advanced radio frequency (RF) techniques for UHF/VHF communications are also included.

Platforms may include communications from Unmanned Aerial Vehicles (UAV) or robotic platforms. Other applications of interest may include spacecraft-to-spacecraft and space-to-ground communications, along with novel terrestrial applications such as tagging for airborne search-and-rescue or industrial robot control using innovative techniques.

Tasks may result in the development of new equipment and techniques of direct importance to the Navy for a wide range of applications including ground-to-space data transfer, data transfer to surveillance platforms, and ship-to shore and ship-to-ship data transfer.

**Task 3.5- Novel Ideas in Photonic-Based Intelligence Acquisition**

This task includes the pursuit of basic and applied research in areas to support Intelligence, Surveillance, and Reconnaissance (ISR) mission goals. Tasks includes the development and validation of unique algorithms for 3D reconstructions, discovery and exploitation of unique materials and composites to support robust ISR missions, and other pursuits which have mid to long term incubation periods of performance.

**Task 3.6 – Research, Development and Engineering Technical Support**

**Task 3.6-A – Data and Image Display Processing**

The contractor shall develop and test algorithms to extract, process and display data and images gathered from various ground, atmospheric, and outer space locations using such active and passive remote sensing systems. The contractor shall perform research and development efforts to study, analyze, develop, test, present, implement, modify, and document processes, algorithms, procedures, software, hardware, and programs directed toward increasing the efficiency and effectiveness of digital image processing techniques in areas of computer operation that may include image restoration or preprocessing, image enhancement, image classification, and data-set merging.

### **Task 3.6-B – Flight Hardware Test, Integration, and Operations**

The contractor shall provide technical and engineering support toward the design, development, integration, test and operation of airborne and space-borne sensing and communications systems. Performance of this task shall include design, development, integration and test of components, subsystems or complete remote sensor systems.

### **Task 3.6-C –Support of On-Site and Field Experiments**

The Contractor shall provide support, to include procurement of supplies and equipment, fabrication, integration, test and calibration, as well as hardware, software, and diagnostics for efforts at both on-site and for fielded experiments at off-site locations under NRL direction. The Contractor, in support of the requirements herein, shall install and operate diagnostic equipment, acquire raw data, process the data, as well as analyze and archive collected data. Upon completion of this analysis, the Contractor shall provide the data acquired, including all disks, tapes, films, etc., and submit a written report of the results.

### **Task 3.7 - Hybrid Networks**

The Contractor shall support the task to investigate and develop unique methods to network devices and sensors and effect data acquisition and control and communications between the nodes with optimized multi-layer protocols. The Contractor shall provide support for RF/Optical hybrid techniques and technologies.

### **Task 3.8 - Hardware, Software, Network System Design and Maintenance**

The contractor shall maintain a variety of highly distributed networked systems for the development of technical programs. Systems shall include high speed wired and wireless networks with high-end workstations and servers. These networked systems are often configured and reconfigured to address newly identified network scenarios. Requirements exist to implement scalable capabilities; design, reconfigure and maintain distributed systems; update older configurations and generally maintain systems at current or recent versions of the operating systems and file management systems as well as meeting Information Assurance Vulnerability Alert Bulletin (IAVA/B) compliance requirements. The overall systems include but are not limited to: Linux-based PC and server systems, SUN Solaris, Apple Macintosh, and Windows-based PCs.

The contractor shall design, configure, reconfigure, update and maintain individual networked groups, maintain close to current revisions of operating systems and adapting to the full range of available local and wide area networks to meet specific project and program requirements as well as meet all IAVA/B compliance requirements. The contractor shall ensure that all information is backed up at defined intervals and that future needs are anticipated and reported as needed.

#### 4.0 Deliverables

The following are deliverables against all task orders issued. Individual task orders may require deliverables specific to performance of individual tasks. Deliverables shall be submitted in accordance with the applicable DD1423, Contract Data Requirements List

1. Technical Progress Reports
2. Financial Status Report
3. Annual Status Report
4. Task Activity Report
5. Data Processing and Analysis Reports
6. Software, Source Codes, Software Documentation, Databases, Algorithms





CONTRACT DATA REQUIREMENTS LIST <i>(2 Data Items)</i>						Form Approved OMB No. 0704-0188				
<p>The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>										
A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____						
D. SYSTEM/ITEM SPECIAL PROJECTS			E. CONTRACT/PR NO. N00173-10-R-JR12		F. CONTRACTOR TBD					
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM TASK ACTIVITY REPORT				3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW, PG 5		6. REQUIRING OFFICE NRL CODE 5505					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	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		a. ADDRESSEE		b. COPIES			
16. REMARKS Each Task Order may include a requirement for specific Task Activity Reports per each task. The reports shall be more in-depth than the monthly required reports. Type content, and delivery dates will be determined per each Task Order.					NRL CODE 5505		Draft		Final	
							Reg		Repro	
							1			
					15. TOTAL		0		1 0	
1. DATA ITEM NO. A005		2. TITLE OF DATA ITEM DATA PROCESSING AND ANALYSIS REPORTS			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE TASK 3.6.C		6. REQUIRING OFFICE NRL CODE 5505					
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	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		a. ADDRESSEE		b. COPIES			
16. REMARKS In addition to the data processing and analysis reports, the Contractor shall provide all data acquired, including all disks, tapes, films, and any other data generated in the processing, analyzing, and archiving of collected data during on-site and field experimnets					NRL CODE 5505		Draft		Final	
							Reg		Repro	
							1			
					15. TOTAL		0		1 0	
G. PREPARED BY Code 5505			H. DATE 11/01/2010		I. APPROVED BY		J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

## PERSONNEL QUALIFICATIONS

### **Senior Microwave Engineer or Physicist, (Key Personnel):**

Education: Must have one of the following degrees in Engineering, Physical Sciences, or Mathematics:

1. BS with at least fifteen years experience in microwave and/or radio frequency projects;
2. MS with at least ten years experience in microwave and/or radio frequency projects;
3. PhD with at least five years experience in microwave and/or radio frequency projects;

Must have a minimum of six years experience in processing and analyzing remote sensing data (three years for PhD). Must have experience in at least three of the following areas:

1. Experience in image processing and modeling algorithms;
2. Experience in the use of software modeling and simulation tools;
3. Experience in at least two of the following languages: C, C++, MatLAB, or IDL;
4. Experience with word processing, spreadsheets, and database programs.
5. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
6. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

Desired Experience:

1. Microwave radiometers and developing algorithms and software tools for calibrating spaceborne microwave radiometer data.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

### **Senior Electrical/Electronics Engineer (Key Personnel):**

Education: Must have one of the following degrees in Electrical or Electronics Engineering, Mathematics, or in the Physical Sciences:

1. BS with at least ten years experience in electrical or electronics engineering;
2. MS with at least five years experience in electrical or electronics engineering;
3. PhD with at least five years experience in electrical or electronics engineering.

Must have at least five years experience in at least four of the following areas:

1. Experience in the analysis, research, design, development, and/or test and evaluation of hardware-related to instrumentation and equipment.
2. Experience in at least two of the following languages: C, C++, MatLAB, IDL, SimuLink, or VHDL.
3. Experience with word processing, spreadsheets, and database programs.
4. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
5. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Mechanical Engineer (Key Personnel):**

Education: Must have one of the following degrees in Mechanical Engineering, Physical Sciences, or Mathematics:

1. BS with at least fifteen years experience in projects requiring mechanical engineering
2. MS with at least ten years experience in projects requiring mechanical engineering
3. PhD with at least five years experience in projects requiring mechanical engineering

Must have experience in the following areas:

1. At least five years experience processing and analyzing data;
2. Experience in planning, designing, and development in the areas of structures, avionics, thermal control, aerodynamics, mechanisms, and mechanical devices;
3. Experience with AutoCAD or ProE CAD/CAE programs as well as proficiency with word processing, spreadsheet, and database programs.
4. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
5. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Computer Networking Specialist (Key Personnel):**

Education: Must have one of the following degrees in Engineering, Computer Science, or Management Information Systems (MIS).

1. BS with at least fifteen years experience in computer networking and/or information technology (IT) support;
2. MS with at least ten years experience in computer networking and/or information technology (IT) support;
3. PhD with at least five years experience in computer networking and/or information technology (IT) support;

Must have the following experience:

1. At least five years of experience in the specification and setup of domains, servers, telecommunications networks, remote access systems, firewalls, mail servers, operating systems, computer system management, hardware and software installation and testing, and user support.
2. Experience with UNIX, Windows, Linux, and Macintosh operating systems.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Systems Engineer (Key Personnel):**

Education: Must have one of the following degrees in Physical Sciences, Computer Engineering, or Mathematics.

1. BS with at least ten years experience in projects where candidate performed as a systems engineer or executed interrelated technical tasks requiring systems perspectives
2. MS with at least eight years experience in projects where candidate performed as a systems engineer or executed interrelated technical tasks requiring systems perspectives
3. PhD with at least five years experience in projects where candidate performed as a systems engineer or executed interrelated technical tasks requiring systems perspectives

Must have experience in the following areas:

1. Experience as a team leader for machine-in-the-loop projects or a leader in scientific analysis requiring cross-disciplinary approaches to solve complex problem sets.
2. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
3. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Electro-Optics/Optical Scientist (Key Personnel):**

Education: Must have one of the following degrees in Engineering, Computer Engineering, Physical Sciences or Mathematics.

1. BS with at least fifteen years experience in optics or electro-optical engineering
2. MS with at least eight years experience in optics or electro-optical engineering
3. PhD with at least five years experience in optics or electro-optical engineering

Must have experience in following areas:

1. Experience in the use of lasers, electro-optics, related instrumentation, and optical alignment to execute experiments to validate theories.
2. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
3. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

Desired Experience:

1. Experience with computer based optical design programs such as ZeMAX

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Computer Systems Engineer (Key Personnel):**

Education: Must have one of the following degrees in Computer Science, Computer Engineering, Engineering, or Mathematics.

1. BS with at least ten years experience in computer networking, computer engineering, or computer-based engineering/scientific modeling.
2. MS with at least five years experience in computer networking, computer engineering, or computer-based engineering/scientific modeling.

Must have experience in at least four of the following areas:

1. Experience in maintaining multiple computer systems, RAIDs or the equivalent backup systems, which are all connected via a network.
2. Experience in specifying hardware based on data processing and archival requirements.
3. Experience in computer system administration.
4. Experience in UNIX, Windows, and Linux operating systems.
5. Experience with cross-platform word processing, spreadsheet, and database programs.

Desired experience:

1. Experience with the MAC-OS.
2. At least five years experience in designing, configuring and maintaining data processing and archival systems.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Analyst (Scientific) (Key Personnel):**

Education: Must have one of the following degrees in Engineering, Physical Sciences, or Mathematics.

1. BS with at least ten years experience in engineering, physical sciences, or mathematics.
2. MS with at least eight years experience in engineering, physical sciences, or mathematics.
3. PhD with at least five years experience in engineering, physical sciences, or mathematics.

Must have experience in at least four of the following areas:

1. Experience with in image processing and modeling algorithms
2. Experience with software modeling and simulation tools.
3. Experience in at least two of the following is required: C, C++ , MatLAB, or IDL.
4. Experience with word processing, spreadsheet and database programs.
5. Experience in the analysis of multi-disciplinary complex problems and building analytical computational tools to make use of data bases to derive project-specific signatures.
6. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
7. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Senior Program Manager (Key Personnel):**

Education: Must have one of the following degrees in engineering, business, or operations research.

1. BS with at least fifteen years experience in engineering, business, or operations research.
2. MS with at least ten years experience engineering, business, or operations research.

Must have experience in the following areas:

1. Experience in management of technical efforts.
2. Experience in the liaison with executive and technical personnel within the research and development community and with project and contract management,
3. Experience with the DoD acquisition process.
4. Experience with the programmatic and technical program planning to support the developmental process including: budgets and schedules, risk analysis, engineering specialty integration, program reviews, technical performance measurement, interface control, and program planning,
5. Writing skills as evidenced by at least two publications of one or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
6. Oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

Desired Experience:

1. Experience with Naval and/or Marine Corps Communications and shipboard systems.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Programmatic Support:**

Education: Must have at least an Associates Degree (any discipline) with at least two years of experience with the coordination and execution of R&D projects and studies.

Must have experience in the following areas:

1. Experience in developing system and subsystem level schedules, project budgets, and developing program controls and procedures using Microsoft Project, Excel, and Word.
2. Experience in planning, coordinating, and tracking technical reviews and interfacing with working groups.
3. Experience in developing databases such as Microsoft Excel to support ad hoc action items and materials tracking activities.
4. Experience with word processing, spreadsheet, and database programs.

At least a Secret clearance is required.

**Financial Analyst:**

Education: Must have at least an Associate's Degree (any discipline) with at least five years experience in the coordination and tracking of financial aspects of government programs.

Must have experience in the following areas:

1. Experience in the coordination and tracking of financial aspects of government programs.
2. Experience in the use of spreadsheets such as Microsoft Excel
3. Experience with word processing and database programs (such as ORACLE)

At least a Secret clearance is required.

**Procurement Specialist:**

Education: Must have at least an Associate's Degree (any discipline)

Must have experience in the following areas:

1. At least five years experience initiating and tracking material and component procurements including interfacing with vendor technical and procurement personnel.
2. Experience in providing parts selection, vendor identification, and parts procurement of electrical, electronic, and electro-mechanical items, as well as mechanical assemblies and components.

At least a Secret clearance is required.

**Designer, Graphic and Multimedia:**

Education: Must have at least a B.S. or B.A. in Graphics Arts.

Must have experience in the following areas:

1. At least five years experience applying graphic concepts for presentation, multimedia layouts, paste-ups, panels, color selection, and page layout principles, theories, and concepts.
2. Experience in the coordination and interfacing with engineering and scientific personnel to develop, prepare, edit, and proof graphically oriented technical papers, briefings, and documents.
3. Experience with PC and Macintosh cross-platform graphics, word processing, spreadsheet, and database programs.
4. Experience with graphics programs (Adobe Illustrator and Photoshop), non-linear editing programs, and 3-D presentation programs, as well as web design.

At least a Secret clearance is required

**Physical Scientist:**

Education: Must have at least a M.S. in Physical Sciences, Engineering, or Mathematics.

Must have experience in the following areas:

1. Experience in image processing and modeling algorithms,
2. Experience with software modeling and simulation tools,
3. Experience in at least one of the following programming languages: C, C++, MatLAB, or IDL.
4. Experience with word processing, spreadsheet, and database programs.

Desired Experience:

1. Experience in radiative transfer, electromagnetic scattering, transmission and absorption.
2. Experience in modeling or characterizing the interactions of electromagnetic radiation and atmospheric, geophysical, and man-made factors such as smoke plumes, buildings, vegetation, water, and weather.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Electrical/Electronics Engineer:**

Education: Must have at least a B.S. in Electrical/Electronics Engineering, Computer Engineering, Physics, or Mathematics.

Must have experience in the following areas:

1. At least three years experience with analysis, research, design, development, test and evaluation of hardware systems including machine-in-the-loop systems.
2. Experience with standard measurement instruments such as oscilloscopes, spectrum analyzers, and multimeters.
3. Experience in designing, building, and integration and testing of digital and analog electronics.

Desired Experience:

1. Design, development and test experience with microwave/RF receivers, antennas, video circuitry,
2. Design, development and test experience with lasers and/or electro-optic components
3. Experience with Navy Communications and shipboard installations.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Data Analyst:**

Education: Must have at least a B.S. in Engineering, Physics, Computer Science, or Mathematics.

Must have experience as specified:

1. At least five years experience in analyzing scientific data,
2. Experience with at least two of the following: C, MatLAB, C++ or IDL
3. Experience in at least 3 of the following areas:
  - i. Experience with standard scientific data formats, collection and archival,
  - ii. Experience in image processing, signal processing and modeling algorithms.
  - iii. Experience with software modeling and simulation tools
  - iv. Experience with word processing, spreadsheet and database programs.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Computer Scientist:**

Education: Must have at least a BS in Engineering, Computer Science, or Computer Engineering.

Must have experience in at least four of the following five areas:

1. Experience in interfacing databases with browser applications
2. Experience in image processing, signal processing and modeling algorithms.
3. Experience with software modeling and simulation tools
4. Experience in at least two of the following: C, MatLAB, C++ or IDL.
5. Experience with word processing, spreadsheet and database programs.

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Mechanical Engineer:**

Education: Must have at least a B.S. in Mechanical Engineering

Must have experience in the following areas:

1. At least five years experience in the design, build, installation and test of prototype machinery, mechanical components and in the use of tools across a range of projects in research and development where individual must have experience in assessing new products and innovations, and building prototypes.
2. Experience in the conversion of research ideas into technical plans using computer-aided design (CAD) and computer modeling programs.

Desired Experience:

1. Experience with word processing, spreadsheet, and database programs

At least a Secret clearance is required. A Top Secret with current SBI is desirable.

**Mechanical Technician:**

Education: Must have at least an Associates degree or Certificate in Mechanical Engineering or Engineering Technology or Engineering.

Must have experience in the following areas:

1. At least five years experience in the development and testing of machinery and equipment,
2. Experience reviewing project instructions and blueprints to ascertain test specifications, procedures, objectives, test equipment, nature of technical problem, and possible solutions, such as part redesign, substitution of material or parts, or rearrangement of parts or subassemblies.
3. Experience in drafting detailed engineering drawings for parts fabrication.

Desired experience:

1. Experience with AutoCAD or the equivalent.

At least a Secret clearance is required.

**Electronics Technician:**

Education: Must have at least an Associates Degree or Certificate in Engineering Technology, Electronics, or Engineering. Must have experience in the following areas:

1. Experience in the development and testing of circuits, subsystems, and application of knowledge of electronics or electrical engineering technology under direction of engineering and scientific staff.

Desired experience:

1. Experience with standard test equipment and procedures
2. Experience in AutoCAD or ProE CAD/CAE programs or the equivalent.
3. Experience with Naval and/or Marine Corps Communications and shipboard systems.

At least a Secret clearance is required.

**Technician, General Design and Support:**

Education: Must have at least an Associates Degree or Certificate in Engineering Technology or Engineering

Must have experience in the following areas:

1. At least three years of experience supporting electro-mechanical design and assembly
2. Experience in the fabrication, test, and integration of tasks in the areas of electro-mechanical assembly, fabrication, and developmental testing.

Desired Experience:

1. Experience with AutoCAD or ProE CAD/CAE programs or the equivalent.

At least a Secret clearance is required.

**Technical Writer/Editor:**

Education: Must have at least a B.A. or B.S. degree (No specific discipline).

Must have experience in the following areas:

1. At least three years experience coordinating and interfacing with engineering and/or technical personnel to prepare, edit, and proof technical specifications, plans, procedures, proposals, and documents related to electronic systems.
2. Experience with the requirements for hardware and software documentation using the appropriate military and commercial standards to meet program needs.
3. Experience with the collection, compilation, and tracking of technical data, including the documentation and tracking of CDRLs using automated tools.
4. Experience with word processing, spreadsheets, and database programs.

At least a Secret clearance is required.

**NOTE: ALL PROPOSED PERSONNEL MUST POSSESS THE REQUIRED CLEARANCES AT TIME OF PROPOSAL SUBMISSION.**

<b>DEPARTMENT OF DEFENSE</b> <b>CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;"><b>TOP SECRET</b></p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;"><b>NONE</b></p>			
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>				
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) 2011/01/12		
b. SUBCONTRACT NUMBER			b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)		
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER N00173-10-R-JR12	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)		
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.							
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD			N/A				
<b>7. SUBCONTRACTOR</b>							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
N/A			N/A				
<b>8. ACTUAL PERFORMANCE</b>							
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
N/A			N/A				
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> Specific contractors will perform and contribute to technical interchange meetings on KONA, SSE-C, Vigilant Falcon, SCAN programs and other efforts.							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>		YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	<input type="checkbox"/>
b. RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA		<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION		<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	<input type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	<input type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT		<input type="checkbox"/>	<input checked="" type="checkbox"/>
g. NATO INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input type="checkbox"/>	<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input type="checkbox"/>	<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>	<input type="checkbox"/>
k. OTHER <i>(Specify)</i>		<input type="checkbox"/>	<input type="checkbox"/>	STE SECURE VOICE CAPABILITY		<input type="checkbox"/>	<input type="checkbox"/>

**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, prospective contractors must, at the time of proposal submission, have 1) the required Top Secret facility clearance, and 2) personnel available with final DoD granted personnel security clearances required for the performance of the 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>VICKI CICALA</b>	b. TITLE <b>CONTRACTING OFFICER, SECURITY</b>	c. TELEPHONE ( <i>Include Area Code</i> ) <b>(202) 767-2240/2576</b>
d. ADDRESS ( <i>Include Zip Code</i> ) <b>NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE. SW WASHINGTON, DC 20375-5320</b>	<b>17. REQUIRED DISTRIBUTION</b> <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY <b>1230, 1232, 1222, 5505, 5502</b>	
e. SIGNATURE 		