

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9</b>	PAGE OF <b>1</b>   <b>32</b> PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-00-R-HA07</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFPI)		5. DATE ISSUED <b>24 JUL 00</b>	6. REQUISITION/PURCHASE NO.
7. ISSUED BY <b>CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.HA WASHINGTON DC 20375-5326</b>			8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 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, RM 115, Naval Research until 4PM local time 24 AUG 2000  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME <b>HILDA R. ABDON</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 767-0682</b>
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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT <i>(See Section I, Clause No. 52-232-8)</i>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</i>	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)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	
		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>ITEM NUMBER</b>	<b>SUPPLIES/SERVICES</b>	<b>ESTIMATED COST</b>	<b>FIXED FEE</b>	<b>ESTIMATED COST PLUS FIXED FEE</b>
	<u>BASE YEAR</u>			
0001	The Contractor shall conduct research and development in accordance with Attachment No. 1 – Statement of Work.	\$	\$	\$
0001AA	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL EST. COST PLUS FIXED FEE</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>
	<u>OPTION 1</u>			
0002	The Contractor shall conduct research and development in accordance with Attachment No. 1 – Statement of Work.	\$	\$	\$
0002AA	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL EST. COST PLUS FIXED FEE</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

OPTION 2

0003	The Contractor shall conduct research and development in accordance with Attachment No. 1 – Statement of Work.	\$	\$	\$
0003AA	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL EST. COST PLUS FIXED FEE</b>		\$	\$	\$

OPTION 3

0004	The Contractor shall conduct research and development in accordance with Attachment No. 1 – Statement of Work.	\$	\$	\$
0004AA	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL EST. COST PLUS FIXED FEE</b>		\$	\$	\$

OPTION 4

0005	The Contractor shall conduct research and development in accordance with Attachment No. 1 – Statement of Work.	\$	\$	\$
0005AA	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL EST. COST PLUS FIXED FEE</b>		\$	\$	\$
<b>TOTAL EST. COST PLUS FIXED FEE (INCLUDING OPTIONS IF EXERCISED)</b>		\$	\$	\$

\* Not Separately Priced

**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, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

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

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 11 April 2000 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**SECTION D**  
**PACKAGING AND MARKING**

**D-1 PACKAGING AND MARKING**

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

**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 (DEC 1991)

**E-2 INSPECTION AND ACCEPTANCE**

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

**SECTION F  
DELIVERIES OR PERFORMANCE**

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

**FAR CLAUSE    TITLE**

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

**F-2 PERIOD AND PLACE OF PERFORMANCE**

- (a) The term of this contract for the Base Year is from date of contract award through twelve (12) months thereafter.
- (b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Washington, DC.
- (c) The period of performance for Option 1 (if exercised) is from the date of the exercise of option through twelve (12) months thereafter.
- (d) The period of performance for Option 2 (if exercised) is from the date of the exercise of option through twelve (12) months thereafter.
- (e) The period of performance for Option 3 (if exercised) is from the date of the exercise of option through twelve (12) months thereafter.
- (f) The period of performance for Option 4 (if exercised) is from the date of the exercise of option through twelve (12) months thereafter.

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

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G-1 PROCURING OFFICE REPRESENTATIVE**

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.

Contract Matters- \*Hilda R. Abdon, Code 3220, (202) 767-0682, DSN 297-0682, Telecopier (202) 767-5896.

Security Matters- \* Ms. Tina Smallwood, Code 1221, (202) 767-2240, DSN 297-2240

Safety Matters- \* Mr. Stuart Burns, Code 1240, (202) 767-2232, DSN 297-2232

Patent Matters- \*- Mr. Barry Edelberg, Code 1008.2, (202) 767-1558, DSN 297-1558

Release of Data- \* Mr. Richard L. Thompson, Code 1030 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

( \* To be completed at time of award)

Patent Matters- Mr. Barry Edelberg, Code 1008.2, (202) 767-1558, DSN 297-1558

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

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. 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 statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

( \* 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 provision, 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) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

Subcontractor/Consultant Name

Estimated Cost

*(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)*

#### **G-5 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)**

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an

original and 4 copies, to the contract auditor at the following address:

*(To be completed at time of award)*

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

is required with each invoice submittal.

is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

## G-6 INCREMENTAL FUNDING

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

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

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

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting:  
97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

**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 fifteen (15) days in advance (thirty (30) 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)*

### **H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)**

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 11,400 hours for the Base Year; 11,400 hours each for Options 1, 2, 3, and 4 (if exercised); for 57,000 total hours of direct labor (if all options are exercised), including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

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

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

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

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

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

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

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort which was estimated by the government or proposed by the Contractor.

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

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

Base Year (12 months)

<u>Labor Category</u>	<u>Hours</u>
Physicist (Mechanical Engineer)	4,500
Physicist (Materials Scientist)	2,600
Electrical Engineer	3,600
Physicist/Electrical Engineer	700

Option 1 (12 months)

<u>Labor Category</u>	<u>Hours</u>
Physicist (Mechanical Engineer)	4,500
Physicist (Materials Scientist)	2,600
Electrical Engineer	3,600

Physicist/Electrical Engineer	700
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## Option 2 (12 months)

<u>Labor Category</u>	<u>Hours</u>
Physicist (Mechanical Engineer)	4,500
Physicist (Materials Scientist)	2,600
Electrical Engineer	3,600
Physicist/Electrical Engineer	700

## Option 3 (12 months)

<u>Labor Category</u>	<u>Hours</u>
Physicist (Mechanical Engineer)	4,500
Physicist (Materials Scientist)	2,600
Electrical Engineer	3,600
Physicist/Electrical Engineer	700

## Option 4 (12 months)

<u>Labor Category</u>	<u>Hours</u>
Physicist (Mechanical Engineer)	4,500
Physicist (Materials Scientist)	2,600
Electrical Engineer	6,000
Physicist/Electrical Engineer	700

**H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)**

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 Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design." [NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-338. Telephone 1-800-282-6476].

**H-5 OPTION TO EXTEND TERM**

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer's notice of renewal to the Contractor within the existing term of the contract.

**H-6 ON-SITE USE OF GOVERNMENT PROPERTY**

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

**H-7 ON-SITE USE OF GOVERNMENT PROPERTY**

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

**H-8 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY**

This requirement applies to information technology (IT) that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

**H-9 REPRESENTATIONS AND CERTIFICATIONS**

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

**PART II - CONTRACT CLAUSES  
SECTION I  
CONTRACT CLAUSES**

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

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

<http://www.arnet.gov/far>  
<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

<b>FAR CLAUSE</b>	<b>TITLE</b>
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUNE 1999)
52.215-8	- Order of Precedence – Uniform Contract Format (Oct 1997)
52.215-10	- Price Reduction for Defective Cost or Pricing Data (OCT 1997)
52.215-11	- Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
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 (OCT 1997)
52.215-19	- Notification of Ownership Changes (OCT 1997)

- 52.215-21 - Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (MAR 2000)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-3 - Notice Of Total HUBZone Set-Aside (JAN 1999)
- 52.219-4 - Notice of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999)  Offeror elects to waive the evaluation preference.
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUL 1996)
- 52.219-8 - Utilization Of Small Business Concerns (OCT 1999)
- 52.219-9 - Small Business Subcontracting Plan (OCT 1999) - Alternate II (JAN 1999)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 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 (AUG 1996)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (JUN 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)  
(will be included if the successful offeror is a small business or a non-profit organization)
- 52.227-13 - Patent Rights - Acquisition By The Government (JAN 1997)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (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 (JUN 1997)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 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 (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.245-19 - Government Property Furnished "As-Is" (APR 1984)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)( fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

**b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES**

**DFARS CLAUSE TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 2000)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The

- 252.209-7004 - Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAY 1999)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (JUN 2000)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 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 (MAY 1995)

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

## (a) Definitions.

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

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

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

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

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

- J-1** Attachment (1) - Statement Of Work -3 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-2** Attachment (2 ) - DD Form 254, Contract Security Classification Specification, Ser 027-00 Dated 000607 - 2 Pages.
- J-3** Attachment ( 3) – Personnel Qualifications, 1 Page.
- J-4** Attachment (4 ) – 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**

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

**K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)**

The fill in information is as follows:

The standard industrial classification (SIC) code for this acquisition is 8731.

The small business size standard is 500.

**SECTION L**  
**INSTRUCTIONS CONDITIONS AND NOTICES**  
**TO OFFERORS OR RESPONDENTS**

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

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

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

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

**FAR CLAUSE    TITLE**

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.211-2	-	Availability of Specifications Listed In The DOD Index Of Specifications And Standards (DODISS) And Descriptions Listed In The Acquisition Management Systems And Data Requirements Control List, DOD 5010.12-L (DEC 1999)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (FEB 2000)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (JAN 1999)

- 52.237-1 - Site Visit (APR 1984)  
 52.252-5 - Authorized Deviations in Provisions (APR 1984)  
 252.204-7001 - Commercial And Government Entity (CAGE) Code Reporting (AUG 1999)

**L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)**

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

**L-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except

for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

**(B FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE II (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

(c) When the proposal is submitted, also submit one copy each to: (1) the Administrative Contracting Officer, and (2) the Contract Auditor.

**L-5 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE III (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

(c) Submit the cost portion of the proposal via the following electronic media:

**L-6 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)**

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below

**L-7 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost Plus Fixed Fee Level of Effort type of contract resulting from this solicitation.

**L-8 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

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

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

**L-9 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-10 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-11 GOVERNMENT-FURNISHED PROPERTY**

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

**L-12 INQUIRIES CONCERNING THE RFP**

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

**L-13 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS**

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

**Solicitation No. N00173-00-R-HA07**  
**Closing Date: TBD**  
**(As specified in Block 9, RFP face page)**  
**Attn: Code 3220.HA**

- (3) 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.
- (4) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. The offeror is expected to propose in accordance with the level of effort breakdown identified in Section H and L of this solicitation. This matrix shall not contain labor rates of any other indication of price.
- (5) The following information is required for evaluation of your technical/management and cost proposal. Any additional information may be provided.

#### **L-14 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES .

- (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. The contractor must propose in accordance with the level of effort breakdown identified in this RFP.
- (2) The following information is required for evaluation of your technical/management :

(1) Technical Approach

Proposals must demonstrate the completeness, reasonableness, clarity, and feasibility of the technical approach that will lead to successful completion of the project. More specifically, the proposal will be evaluated on technical details, application method, specialized equipment, and the quality assurance standards that will be used to illustrate their knowledge and approaches to the Statement of Work (SOW).

(2) Management and Support

Proposal must demonstrate that the proposer has or has the ability to obtain personnel with relevant experience in thin film deposition techniques, accelerator physics and accelerator mass spectroscopy, operation of lasers, and certain characterization tools such as SIMS, SEM, TEM, and X-ray diffraction. Offerors must demonstrate that they meet the minimum personnel qualifications as stated below. The proposal must indicate the specific personnel to be assigned to assigned to this effort, their background, pertinent experience, and the amount of effort each will be performing. The proposal must describe the management staff, management of work relative to the statement of work, quality control efforts, priority of work within this project and other company projects, and a coherent reasonable approach of the Statement of Work.

(3) Experience and Capability

Proposal must describe the adequacy of company experience on similar or related projects as evidenced by a narrative description of their experience. This experience should clearly show the relationship to this project and provide details, such as description, and identify the sponsoring agency or firm. Prospective offerors should indicate their experience in conducting related work .

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 contracts or subcontracts completed during the past years for services similar in nature to this requirement. Include in the 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 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/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(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-15 VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

**(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 the cost elements. 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.

**(2) SMALL BUSINESS PARTICIPATION**

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (Jan 1999) with its Alternate II, proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

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

**L-16 COST CONTRACT (NO FEE) AND COST-SHARING PROPOSALS**

- (a) If a cost-reimbursement contract without fee is proposed by the offeror and accepted by the Government, the following changes will be made in the contractual award document:
- (1) Section B will be revised to delete the columns "Fixed Fee" and "Total Est Cost Plus Fixed Fee."
  - (2) Section G will be revised to delete the provision, "Payment of Fixed Fee (Completion Form)."
  - (3) Section I will be revised to substitute the clause FAR 52.216-11, Cost Contract-No Fee (APR 1984), for the clause FAR 52.216-8, Fixed Fee (MAR 1997).

- (b) If a cost-sharing contract is proposed by the offeror and accepted by the Government, the following changes will be made in the contractual award document:
- (1) Section B will be revised to delete the columns "Estimated Cost", "Fixed Fee" and "Total Est Cost Plus Fixed Fee" and insert in lieu thereof columns entitled "Estimated Allowable Cost" and "Estimated Cost to the Government."
  - (2) Section G will be revised to delete the provision, "Payment of Fixed Fee (Completion Form)"
  - (3) Section H will be revised to include the following provision:

### **COST SHARING**

Both the estimated allowable cost of performing each CLIN and the estimated cost to the Government of each CLIN are set forth in Section B of this contract. The difference between these amounts represents the contractor's share of the estimated allowable cost of the CLIN. In order to accomplish this sharing by the parties, the Contractor shall be reimbursed by the Government for incurred allowable costs of performing each CLIN in the same proportion as the total estimated cost to the Government of the CLIN is to the total estimated allowable cost of the CLIN.

- (4) Section I will be revised to substitute the clause FAR 52.216-12, Cost Sharing Contract --No Fee (APR 1984), for the clause FAR 52.216-8, Fixed Fee (MAR 1997).

### **L-17 CRITERIA FOR ALTERNATE PROPOSALS**

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

## SECTION M EVALUATION FACTORS FOR AWARD

### M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although 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 business considerations become.

### M-2 EVALUATION FACTORS FOR AWARD

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

#### M-2-1. TECHNICAL/MANAGEMENT

##### (1) QUALIFICATIONS OF PERSONNEL

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the proposed task; the quantity and quality of the Offeror's corporate experience relevant to the proposed task; and the previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications.

##### (2) UNDERSTANDING THE PROBLEM

The proposal will be evaluated on the offeror's understanding of the requirements, the technical competence of the offerors and the general nature of the tasks. The offeror's understanding of the SOW will be evaluated.

##### (3) CORPORATE EXPERIENCE

The proposal will be evaluated on the offerors demonstrated corporate experience, both general and task specific in providing the necessary technical support for the performance of the SOW requirements, particularly in an "on-site" environment. This will include addressing the ability to administratively support "on-site" efforts" with minimum requirements for the Government personnel assistance. The proposal will be evaluated on the offeror's experience in successfully managing research and development efforts "on-site" in a Government laboratory setting. This must be demonstrated by providing applicable references.

#### (4) PAST PERFORMANCE

This will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. Offerors that have no relevant performance history will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

#### (5) FAMILIARITY WITH NAVY PROCEDURES AND/OR EQUIPMENT

The proposal shall be evaluated on the offeror's knowledge of or access to procedures and/or equipment currently used at either Navy Research establishment or in the fleet.

#### (6) Management Plan

The proposal will be evaluated on their completeness, clarity, and reasonableness. The management plan must detail a clear organizational lines of authority, responsibility, and communication. It must include the levels of authority required, depicted through organizational charts.

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

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

#### M-2-3 SMALL BUSINESS PARTICIPATION

- (a) The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.
- (b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed 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.

## **STATEMENT OF WORK ENGINEERING AND TECHNICAL SUPPORT FOR SURFACE MODIFICATION**

### Background

The deposition and characterization of thin films of advanced materials such as high critical temperature superconductors, optical films, tribological films and coatings for environmental protection are critical steps in many applications of importance to the Department of Defense (DOD).

The development of microelectronic devices based upon high temperature superconducting ceramic oxides, ferroelectric ceramics and other complex materials will make possible major advances in high speed electronics with particular importance for satellite applications. Extensive research is required to determine the optimum deposition conditions for thin films of these advanced materials and to characterize their structure and properties for specific applications.

A particular research need in this area is the characterization of thin films produced by various techniques to determine their stoichiometry, microstructure, homogeneity and extent of reaction with the substrate. Accelerator based analysis methods such as Rutherford Backscattering Spectroscopy (RBS) and trace element accelerator mass spectrometry (TEAMS) have proven to be especially valuable because of their accuracy, speed and non-destructive nature. The Naval Research Laboratory (NRL) Tandem Van de Graaff facility has provided analytical support for all NRL programs producing thin film ceramic superconductors, as well as programs producing thin films of metals, semiconductors, ferroelectrics, ferrites, biomaterials, polymers and other advanced materials. Other useful analytical characterization methods include scanning and transmission electron microscopy (SEM and TEM), Auger Electron Spectroscopy (AES), X-ray diffraction (XRD), X-ray photoelectron spectroscopy (XPS).

Two thin film deposition methods that are of particular interest to NRL are pulsed laser deposition (PLD) and ion beam deposition (IBAD). Pulsed laser deposition is a very useful technique for the deposition of oxides of complex stoichiometry such as the oxide superconductors. PLD has been shown to produce epitaxial thin films of the correct stoichiometry for a variety of compositions of superconductors, ferroelectrics, ferrites, biomaterials and polymers. The advantages of IBAD include the ability to deposit films of high density and low porosity. In addition, the stoichiometry of IBAD films can be varied by adjusting the ion to atom ratio during deposition and adhesion of the films to their substrates can be enhanced by ion beam mixing of the film/substrate interface.

Another interest is in the area of sensors. Quartz resonator can be used for chemical weapons/biological weapons, gas composition, accelerator and gravity sensors. PLD and IBAD are useful for deposition of sensor films on such devices.

## Scope

The contractor shall; (1) provide personnel with experience in high energy ion implantation and ion beam analysis capable of performing RBS, elastic recoil analysis, channeling, and trace element accelerator mass spectrometry of specimens of many types of materials; (2) shall provide personnel to construct specialized instrumentation and equipment for use on the Van de Graaff accelerator , IBAD, PLD and other thin film deposition systems, and resonant chemical detection devices; (3) shall provide personnel to deposit thin films using the PLD, IBAD, or other deposition systems, to prepare samples for deposition and/or characterization and to perform maintenance on the thin film deposition systems. Consultants may utilized intermittently during the period of the contract to conduct studies in area of Physics and Materials Science of interest to NRL and prepare reports on the studies.

## Technical Requirements

### (1) Accelerator Based Analysis

The contractor shall perform element concentration and depth profile analyses on selected samples using accelerator-based analysis techniques. The samples shall be furnished by the U.S. Government as they are produced by various research programs conducted by the Naval Research Laboratory. The bulk of the samples will consist of research materials of the ceramic oxide, nitride and metallic thin films although other materials may also be submitted for analysis. Other materials consists of geological, biological, petrologic, medical and forensic samples. The contractor shall utilize the 3 MeV Tandem Van de Graaff facility of NRL (Personal Computers and other systems) in the analysis of the data and preparation of reports describing the results of the analysis. During the conduct of this research, the contractor will be provided with office space to analyze data and prepare reports. The work will be conducted on a continuing basis throughout the period of the contract. The contractor will normally provide specimen analysis results within one week of receipt of specimens.

### (2) Thin Film Deposition

The contractor shall provide maintenance and minor assembly of systems components, installation of vacuum, gauges, pumps, etc. on thin film deposition equipment owned by NRL. The contractor shall fabricate thin films of selected materials, such polymers, metals, ferroelectrics, ferrites, and various oxide ceramics, utilizing thin film deposition equipment provided by NRL. The contractor shall maintain and operate laser systems and design and build optical layouts required for thin film deposition. The contractor shall perform or assist in the characterization of thin films by various techniques such as X-ray diffraction, 4-point probe and electron microscopy. The contractor will The above services will be provided as required and cannot be assigned to a schedule.

### (3) Patterning and Rapid Prototyping

The contractor shall develop novel methods for patterning in two and three dimensions, develop novel methods for fabrication of two and three dimensional structures at both micrometer and nanometer dimensions. Materials to be patterned and fabricated of interest to the Navy include conductors, insulators, glasses, semi-conductors, ferroelectrics, ferrites, superconductors, polymers, organics and composites and nanocomposites of any of these materials.

### (4) Consultant Services

The contractor shall provide consultant services as required to perform the following work:

- a) Provide expert advice on the design and operation of electronics test equipment, instrumentation, power supplies and magnet assemblies associated with charged particle accelerators and shall construct specialized equipment by the Contracting Officer's Representative (COR).
- b) Provide expert advice and conduct studies on radiation hardening of materials and/or single event upset susceptibilities of devices. Provide reports on selected topics as specified by the COR.
- c) Provide expert advice on fundamental problems in theoretical and experimental low energy nuclear physics.

### Work Site

Major portions of this task will be performed on site at NRL using government equipment and facilities on a non-interfering basis. Additional facilities needed to support the effort will be provided either by the contractor or the government at the discretion of the COR, subject to the conditions and scope of the contract.

### Deliverables

The contractor shall provide monthly progress and cost reports that must include reports made for the quarter and work planned for the following quarter. The monthly cost reports will also include a report of all labor expenditures (person and hours worked); materials; (description, cost and use of contract); and travel (traveler's name, date of trip, reason for the trip). See Exhibit A, DD Form 1423 - Contract Data Requirement List, for all other required reports.

### Security Requirements

Access to classified information is anticipated for this task. The security classification for this task shall be at the SECRET level.

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0001AA	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM- _____ OTHER _____
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<b>D. SYSTEM / ITEM</b>	<b>E. CONTRACT / PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> PROGRESS REPORT	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> Code 6302
-----------------------------------------------------	------------------------------	-----------------------------------------

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> MONTHLY	<b>12. DATE OF FIRST SUBMISSION</b> 45 DAC	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> DAC	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 15th of each month		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>

<b>16. REMARKS</b>	
	Code 6325      1
	code 6370      1
	<b>15. TOTAL</b> →      1      1

<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> COST REPORT	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> CODE 6303
-----------------------------------------------------	------------------------------	-----------------------------------------

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> MTHLY	<b>12. DATE OF FIRST SUBMISSION</b> 45 DAC	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> DAC	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>

<b>16. REMARKS</b>	
	CODE 6325      1
	CODE 6370      1
	CODE 3220      1
	<b>15. TOTAL</b> →      1      2

<b>G. PREPARED BY</b> HILDA R. ABDON	<b>H. DATE</b> 5/5/00	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

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

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

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

<b>A. CONTRACT LINE ITEM NO.</b> 0001AA		<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____			
<b>D. SYSTEM / ITEM</b>			<b>E. CONTRACT / PR NO.</b>		<b>F. CONTRACTOR</b>		
<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> STOCK STATUS			<b>3. SUBTITLE</b>			
<b>4. AUTHORITY (Data Acquisition Document No.)</b>			<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> Code 6325		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> YRLY	<b>12. DATE OF FIRST SUBMISSION</b> 395 DAC		<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b> N/A		<b>11. AS OF DATE</b> DAC	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Remarks*				
<b>16. REMARKS</b>  Block 13: 1 year after prior submission.  REPORT STATUS DISPOSITION OF STOCK BOUGHT ON BEHALF OF THE NAVY.					<b>15. TOTAL</b> →		
					Code 6325	1	
					code 6370		1
					1 1		

<b>1. DATA ITEM NO.</b> A004		<b>2. TITLE OF DATA ITEM</b> FINAL REPORT		<b>3. SUBTITLE</b>			
<b>4. AUTHORITY (Data Acquisition Document No.)</b>			<b>5. CONTRACT REFERENCE</b>		<b>6. REQUIRING OFFICE</b> CODE 6325		
<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ONCE	<b>12. DATE OF FIRST SUBMISSION</b> 90 Das After Competition		<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b> AT COMPLETION	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>				
<b>16. REMARKS</b>  REPORT STATUS DISPOSITION OF STOCK BOUGHT ON BEHALF OF THE NAVY.					<b>15. TOTAL</b> →		
					CODE 6323	1	
					CODE 6370		1
					1 1		

<b>G. PREPARED BY</b> HILDA R. ABDON		<b>H. DATE</b> 5/5/00	<b>I. APPROVED BY</b>		<b>J. DATE</b>
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

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



<b>DEPARTMENT OF DEFENSE 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 SER: 027-00</b>			
				<b>a. FACILITY CLEARANCE REQUIRED</b> SECRET			
				<b>b. LEVEL OF SAFEGUARDING REQUIRED</b> SECRET			
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>			<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>				
<b>a. PRIME CONTRACT NUMBER</b>		X	<b>a. ORIGINAL (Complete date in all cases)</b>		<b>DATE (YYYYMMDD)</b> 000607		
<b>b. SUBCONTRACT NUMBER</b>			<b>b. REVISED (Supersedes all previous specs)</b>	<b>REVISION NO.</b>	<b>DATE (YYYYMMDD)</b>		
X	<b>c. SOLICITATION OR OTHER NUMBER</b> 63-6595-00	<b>DUE DATE (YYYYMMDD)</b>	<b>c. FINAL (Complete Item 5 in all cases)</b>		<b>DATE (YYYYMMDD)</b>		
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b>			<b>NO. If Yes, complete the following:</b>				
	<input type="checkbox"/> YES	X	(Preceding Contract Number) is transferred to this follow-on contract.				
<b>5. IS THIS A FINAL DD FORM 254?</b>			<b>NO. If Yes, complete the following:</b>				
	<input type="checkbox"/> YES	X	retention of the classified material is authorized for the period of _____				
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>							
<b>a. NAME, ADDRESS, AND ZIP CODE</b>		<b>b. CAGE CODE</b>	<b>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b>				
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD							
<b>7. SUBCONTRACTOR</b>							
<b>a. NAME, ADDRESS, AND ZIP CODE</b>		<b>b. CAGE CODE</b>	<b>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b>				
N/A			N/A				
<b>8. ACTUAL PERFORMANCE</b>							
<b>a. LOCATION</b>		<b>b. CAGE CODE</b>	<b>c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)</b>				
N/A			N/A				
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>							
Engineering And Technical Support for Surface Modification							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>		YES NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		YES NO		
<b>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</b>		X	<b>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</b>	X			
<b>b. RESTRICTED DATA</b>		X	<b>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</b>	X			
<b>c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION</b>		X	<b>c. RECEIVE AND GENERATE CLASSIFIED MATERIAL</b>		X		
<b>d. FORMERLY RESTRICTED DATA</b>		X	<b>d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE</b>		X		
<b>e. INTELLIGENCE INFORMATION</b>			<b>e. PERFORM SERVICES ONLY</b>		X		
(1) Sensitive Compartmented Information (SCI)		X	<b>f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</b>		X		
(2) Non-SCI	X		<b>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</b>		X		
<b>f. SPECIAL ACCESS INFORMATION</b>		X	<b>h. REQUIRE A COMSEC ACCOUNT</b>		X		
<b>g. NATO INFORMATION</b>		X	<b>i. HAVE TEMPEST REQUIREMENTS</b>		X		
<b>h. FOREIGN GOVERNMENT INFORMATION</b>		X	<b>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</b>		X		
<b>i. LIMITED DISSEMINATION INFORMATION</b>		X	<b>k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE</b>		X		
<b>j. FOR OFFICIAL USE ONLY INFORMATION</b>	X		<b>l. OTHER (Specify)</b>				
<b>k. OTHER (Specify)</b>							

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

Direct  Through (Specify)

Commanding Officer, Naval Research Laboratory, Washington, DC 20375-5320, Code 6354.

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

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

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL  
TINA SMALLWOOD

b. TITLE  
Contracting Officer, Security

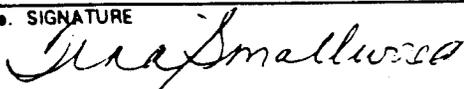
c. TELEPHONE (Include Area Code)  
(202)767-2240/2521

d. ADDRESS (Include Zip Code)  
Naval Research Laboratory  
4555 Overlook Ave., SW  
Washington, DC 20375-5320

17. REQUIRED DISTRIBUTION

- |                                     |                                                                   |
|-------------------------------------|-------------------------------------------------------------------|
| <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 type="checkbox"/>            | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11, 6354, 6302                        |

e. SIGNATURE



## PERSONNEL QUALIFICATIONS

- \*1. Physicist/ Mechanical - Must have a Bachelors degree in physics or Mechanical Engineering and a minimum of 3 years experience in the operation and maintenance of small particle accelerators such as ion implanters or van de Graaff accelerators. This includes familiarity with vacuum techniques, high current power supplies and high voltage power supplies. At least 1 year of data analysis experience for data derived from nuclear radiation detectors.
  
2. Physicist/Materials Scientist - Must have a Ph.D. in Physics or Materials Science with a minimum of 4 years of experience with vacuum deposition of thin-films, associated vacuum techniques, and thin-film characterization methods such as optical microscopy, SEM, x-ray spectroscopy, or Rutherford Backscattering. (Two required).
  
- \*3. Electrical Engineer - Must have a Ph.D. in Electrical Engineering and 10 years experience in thin-film deposition of electronic materials, RF characterization of RF components, RF circuit design, and fabrication of prototype RF circuits using thin-film materials generated in-house. (Two required).
  
4. Physicist/Electrical Engineer - Must have a Masters degree in Physics or Electrical engineering and 6 years experience with laser-based optical systems and their application to thin-film deposition and laser machining. Required skills include the ability to design, build and operate specific laser systems for thin0film deposition and direct write of electrical circuits.

\*Key Personnel in accordance with Paragraph H - 2.3.10.