

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 26 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-00-R-SE04	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 5/5/20000	6. REQUISITION/PURCHASE NO. 67-0330-00
7. ISSUED BY PROCURING CONTRACTING OFFICER, CODE 3235-EJS NAVAL RESEARCH LABORATORY DEPARTMENT OF THE NAVY STENNIS SPACE CENTER, MS 39529-5004		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 L-11,12 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 1007, RM 49, SSC, MS 39529-5004 until 3:30 local time 6/10/2000
(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 Eric J. Sogard	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (228)688-5784
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	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)		25. PAYMENT WILL BE MADE BY	

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

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide the necessary personnel and facilities to accomplish the work described in Section C.	\$	\$	\$
0002	Software, data and reports in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE		\$	\$	\$

* *Not Separately Priced*

OPTION ONE (YEAR TWO)

0003	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0004	Software, data and reports in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP

OPTION TWO (YEAR THREE)

0005	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0006	Software, data and reports in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP

OPTION THREE (YEAR FOUR)

0007	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0008	Software, data and reports in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP

OPTION FOUR (YEAR FIVE)

0009	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0010	Software, data and reports in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP

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 is from the date of award through a period of twelve (12) months. The period of performance for each option, if exercised, shall be for a period of twelve (12) months.

(b) The principal place of performance of this contract shall be *
(* *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- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

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*)

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 CONTRACTOR-ACQUIRED PROPERTY

(a) The contractor is authorized to acquire the following items of facilities which are needed to accomplish this contract.

Items to be Acquired	Estimated Cost
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*

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

(b) This authorization does not constitute any consent required pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2). Advance notification or requests for consent pursuant to that clause shall be directed to the administrative contracting officer (ACO).

(c) Pursuant to the contract clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5), title to the property shall vest in the Government.

(d) Prior to acquisition of any item of Industrial Plant Equipment, the Contractor must comply with the requirements of Department of Defense Federal Acquisition Regulation Supplement (DFARS 245.302-1(b)(1)(A). (See DFARS 245.301 for definition of "Industrial Plant Equipment.")

G-5 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
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(Paragraph (b) will be included and filled in at time of award if subcontractor/consultants are proposed by the successful offeror)

G-6 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-7 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-8 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 23,290 total hours of direct labor for the base year and 23,290 total hours of direct labor for each of the option years, 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 1940 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:

<u>Labor Category</u>	<u>Hours</u>
Program Manager/Sr. Mechanical Engineer	1950
Mechanical Engineer	5800
Senior Technician	1000
Pulse Power Technician	2000
Cryo-target Technician	2000
Technician	2000
Machinist	6000
Consultants	2540

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. 20750-0338.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 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-8 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

<u>FAR CLAUSE</u>	<u>TITLE</u>
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)
52.204-4	- 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)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-17	- Waiver of Facilities Capital Cost of Money (OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>)
52.215-21	- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997)
52.216-7	- Allowable Cost And Payment (MAR 2000)
52.216-8	- Fixed-Fee (MAR 1997)
52.219-6	- Notice Of Total Small-Business Set-Aside (JUL 1996)
52.219-8	- Utilization Of Small Business Concerns (OCT 1999)
52.219-14	- Limitations On Subcontracting (DEC 1996)
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 <u>"0"</u>
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 (FEB 2000)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (FEB 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)
- 52.227-10 - Filing of Patent Application- Classified Subject Matter (APR 1984)
- 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*)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 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)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 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)
- 52.244-6 - Subcontracts for Commercial Items and Commercial Components (OCT 1998)
- 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)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 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)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (AUG 1999)
- 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 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)[use in solicitations and contracts with a value of \$100k or more)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty Free Entry- Qualifying Country Supplies (End Products and Components) (MAR 1998)
- 252.225-7010 - Duty Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAY 1999)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 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)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995) - Alternate I (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)

- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (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)
- 252.235-7010 - 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)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 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).

I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country

end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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

- J-1** Attachment (1) - Statement Of Work - 5 Pages.
- J-2** Attachment (2) – Personnel Qualifications – 3 pages.
- J-3** Exhibit A - DD Form 1423, Contract Data Requirements List, 2 Pages.
- J-4** Attachment (3) – 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)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (FEB 2000)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 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)
252.211-7005	-	Substitutions For Military Or Federal Specifications And Standards (MAR 1999)
		<i>(Offeror insert information for each SPI process)</i>
		SPI Process:
		Facility:
		Military or Federal Specification or Standard:
		Affected Contract Line Item Number, Subline Item Number, Component, or Element:

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)ALTERNATE IV (OCT 1997)

(a) Submission of cost or pricing data is not required.

(b) Provide information described in section L-12, Volume II – Business Proposal

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

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

L-5 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-6 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	Basis for	Asserted Rights	Name of Person Asserting
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With Restrictions*	Assertion**	Category***	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-7 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-8 GOVERNMENT-FURNISHED PROPERTY

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

L-9 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-10 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-SE04
Closing Date: (As specified in Block 9, RFP face page)
Attn: Code 3235

- (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.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 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 shall propose labor hours in accordance with the level of effort breakdown identified in Section H-3.

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

(a) Personnel Qualifications

The offeror shall provide evidence that it has, or has the ability to obtain, personnel with relevant experience in the engineering, technical and scientific areas described in the Statement of Work – Attachment (1) and Personnel Qualifications - Attachment (2). The offeror shall document the experience, education and other qualifications of all personnel proposed to accomplish the technical requirements. As a minimum, the offeror shall provide for each proposed individual (i) name of the proposed individual; (ii) proposed labor category, coinciding with labor categories listed in Section H.3. and (iii) resume. Key personnel shall be identified as such.

(b) Past Performance Information

(i) 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 five (5) contracts or subcontracts completed during the past three (3) years for services similar in nature to this requirement. Include in the (5) 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

(ii) 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.

(iii) 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.

(c) Corporate Management/Structure

The offeror shall provide a narrative description of the proposed management approach for accomplishing the tasks specified in the Statement of Work. The proposal should clearly demonstrate: (1) the corporate structure, the relationship between the organizations elements and their respective responsibilities that will participate in accomplishing the government's requirement. This includes: internal management communications; lines and the methods of maintaining close liaison with the COR; and methods both program and immediate work site supervision (2) any proposed subcontracts and extent of involvement in performance of this contract and a management plan detailing how each subcontractor will be integrated into the overall management approach to ensure contract objectives are satisfied (3) ability of management to respond to workload fluctuations in a timely manner (4) reporting systems available for monitoring qualitative and quantitative aspects of contract performance including financial monitoring and reporting (5) start-up plan to fully perform within 30 days of contract award.

The offeror shall also describe and document those resources which the firm will make available to this project, including, but not limited to, (a) financial resources, (b) research, development and production facilities and equipment and (c) any other technical or scientific resources offered to meet the Government's requirements as stated in Section C of this solicitation.

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(a) 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/consultants/subcontractors, G&A, facilities capital cost of money, fee and any other cost elements. 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.

(b) Materials - For Evaluation Purposes Only

The offeror shall include a "Material" estimate of \$450,000.00 per year for materials, supplies and equipment to be procured in performance of this contract. This "Materials" estimate includes parts, components and supplies which are expected to be incorporated into end products or expended during performance and minor direct equipment expense.

(c) Travel - For Evaluation Purposes Only

The offeror shall include a "Travel" estimate of \$75,000.00 per year for travel and subsistence involved in performance of this effort.

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) PERSONNEL QUALIFICATIONS

The proposals will be evaluated on the offeror's demonstrated ability to provide personnel with (i) the appropriate qualifications set forth in Attachment (2), Personnel Qualifications and (ii) actual relevant experience in the engineering, technical and scientific areas set forth in Attachment (1) Statement of Work; (these are highly specialized fields and personnel without actual experience in these areas will not be considered acceptable).

(2) PAST PERFORMANCE

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

(3) CORPORATE/MANAGEMENT STRUCTURE

The proposal will be evaluated on the offeror's demonstrated description of the proposed management approach (including quality improvement initiatives) for accomplishing the tasks specified in the Statement of Work. The proposal should clearly demonstrate: (1) the corporate structure, the relationship between the organizations elements and their respective responsibilities that will participate in accomplishing the government's requirement. This includes: internal management communications; lines and the methods of maintaining close liaison with the COR; and methods both program and immediate work site supervision (2) any proposed subcontracts and extent of involvement in performance of this contract and a management plan detailing how each subcontractor will be integrated into the overall management approach to ensure contract objectives are satisfied (3) ability of management to respond to workload fluctuations in a timely manner (4) reporting systems available for monitoring qualitative and quantitative aspects of contract performance including financial monitoring and reporting (5) start-up plan to fully perform within 30 days of contract award.

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-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

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

Statement of Work
Engineering Design, Fabrication, Testing, Repair and Maintenance
Support For Laser-Plasma Interaction Research

1.0 Introduction

The Naval Research Laboratory (NRL) conducts a significant part of the national research effort on Inertial Confinement Fusion (ICF). The Nike KrF laser facility, completed in 1996 and the new Electra facility, now under construction at NRL, are major components of the national ICF program.

The Nike laser facility consists of a 56 beam high-power KrF laser and a laser-target interaction installation. The laser consists of an oscillator, several stages of amplification by discharge-pumped amplifiers, followed by 20 cm. Aperture and 60 cm. Aperture E-beam pumped amplifiers. The energy from the E-beam pumped amplifiers is extracted using angular multiplexing where numerous short duration laser beams are incident on each amplifier one after the other. The system utilizes approximately 300 mounted mirrors and lenses. The optics range up to 80 cm. in diameter. The optics and amplifiers cover approximately 10,000 square feet of floor space. The energy from the 56 output beams from the laser is focused and overlapped onto small plastic or cryogenic targets contained in a vacuum chamber. Experiments are conducted on the laser-target interaction for ICF research using this facility.

The Electra facility is built in order to advance the science and technologies required to develop an efficient, cost effective and durable rep rate Krypton Fluoride (KrF) laser. The goals for the laser are an overall efficiency of 6-7%, a cost of \$10.00 per electron beam joule, and a durability of 2×10^8 to the eighth power shots between maintenance. One application for such a system is a driver for Inertial Fusion Energy. The Electra Laser has a projected output of 700 J and an optical aperture of 30cm. It will be pumped by two 500 keV, 110 kA, 100 nsec flat top, electron beams. The laser components that need development are: a durable, efficient pulsed power system; a durable electron beam emitter; a long life pressure foil support structure ("hibachi"); a recirculator to quiet the laser gas between shots; and long life optical windows. Electra will be built by integrating each component as it is developed. Concurrently, the physics of KrF lasers will be studied to improve the laser performance and efficiency.

The optical and laser physics design efforts, and research with the Nike and Electra facilities are performed by scientists and research engineers employed at NRL and other collaborating laboratories. Contractors support is needed in detailed electro-mechanical design, fabrication, installation, maintenance and trouble shooting of hardware required to complete and maintain the facilities and conduct research.

2.0 Scope

The Contractor shall provide support services for the Nike and Electra facilities. This requires contractor efforts in the design, fabrication, installation, repair and maintenance of research hardware and the related equipment. The Contractor shall supply design and engineering support as well as machining, fabrication, acquisition and assembly of hardware off site, and deliver systems and subsystems to NRL as contractor acquired property. Some Government Furnished Equipment (GFE) may be included in these systems or subsystems (e.g. optical components to be mounted, vacuum components to be incorporated in systems). The design work shall be done primarily off site but shall typically require frequent meetings (weekly) on site between contractor engineers and NRL researchers. In addition, the contractor shall provide professional and technical on-site support to; mesh designs with existing hardware, provide assembly, debugging, maintenance and repair of research hardware delivered to NRL and to repair and modify existing hardware (such as laser amplifiers, vacuum systems, laser optical mounts). On site are the research facilities at NRL, while off site is the Contractor's place of business or other subcontracting manufacturer.

The Contractor shall perform support services, design, fabricate and deliver to NRL hardware required for operation of and research with the Nike and Electra laser facilities; modify, repair or maintain existing equipment in support of on-going research efforts; and document performance of systems and subsystems. This work shall be performed pursuant to a series of Technical Instructions. These Technical Instructions for performance of a particular piece of design and fabrication of a specific piece of hardware shall be issued by the Contracting Officer's Representative (COR) over the life of the contract and limited by the level of effort specified by the contract. The Contractor shall be expected to perform the work in a timely manner.

3.0 Requirements

The general areas for design, fabrication, operations, repair and maintenance are as follows:

- 3.1 Design:** The Contractor shall design specific pieces of hardware for use in the research carried out with the Nike and Electra facilities. This includes modifications, maintenance, and repair of existing hardware or new systems, depending on the research in progress during the life of the contract. The design details, drawings and computer aided design (CAD) disks shall be delivered to the COR as contractor acquired product. Examples of typical designs that have already been completed, but which may require future modifications, include: design of a large 48 mirror turning array for the laser beams; design of a vacuum spatial filters for laser beams; design of the high-vacuum system for a large

target chamber; and mechanical design of a large KrF laser chamber. Examples of future projects include: design of specialized translators, optics holders, design and development of a rep-rate KrF laser amplifier cell and pulse power system. The design work shall be primarily mechanical, electro-mechanical and electro-mechanical. The Contractor shall also be expected to provide frequent support in electronics and control engineering.

- 3.2 Fabrication/Modification:** The Contractor shall provide fabrication of new hardware, and modification of existing hardware. This may require the use of GFE and the acquisition of components by the contractor through outside shops or distributors. The hardware shall be delivered to NRL for use in the experimental program. Examples of such fabrication tasks would be similar to those listed in 3.1. The Contractor is expected to provide a rapid response (typically a 2 day turnaround) to small scale machining and modification tasks such as providing or modifying <4 in. diameter custom vacuum flanges.
- 3.3 Maintenance and Repair of Facilities:** The Contractor shall maintain and/or repair existing and newly fabricated hardware related to the research performed with the Nike and Electra facilities. This may require acquisition, design and fabrication or modification of hardware to enable the desired research to be performed.
- 3.4 Management of Large-Scale Design, Fabrication and Installation of Subsystems for the Laser/Target Facility:** The Contractor shall be expected to manage from design through fabrication and installation subsystems of the Nike and Electra lasers. Typical subsystems that could be assigned to the contractor include: implementation of different diagnostics and data acquisition systems in the Nike 10ft diameter by 20ft. long target chamber; development of the next generation rep-rate KrF laser large-aperture amplifier cells; new schemes for pulse power delivery to amplifier cells. The Contractor shall be expected to make a best effort in managing these systems, ensuring that the costs are minimized in design, fabrication and installation of the subsystems and that the work be completed in a timely manner. The Contractor shall also ensure that the subsystems meet the research requirements.

4.0 Technical Support Tasks

The support of the completion of, and research with the Nike and Electra lasers shall involve design, fabrication, operation and maintenance. It includes, but is not limited to the following technical areas. The Contractor shall provide support in the technical areas given below:

- 4.1 Maintenance and Optimization of the E-beam Amplifiers:** The 2 E-beam pumped amplifiers utilize pulse charged waterlines to power the vacuum diodes that produce the electron beams that energize the KrF gas mixtures. The Contractor shall provide electro-mechanical engineering support to deal with modifications required to improve the performance of both amplifiers. This task requires experience with the design, fabrication and installation of high-vacuum systems, handling of the 5% fluorine laser-gas mixtures, mounting of large (60 cm aperture) fragile (fuse quartz) vacuum windows, use of high-strength materials required for constructing the gas/vacuum interface where the E-beam penetrates into the laser gas, and the mechanical engineering aspects of pulse power using waterlines. The Contractor shall also provide the technician support appropriate for installing and maintaining hardware on these laser amplifiers.
- 4.2 Laser Optical System:** The Nike system utilizes several hundred reflective and refractive optics to direct the beams through the system and includes several large vacuum relay telescopes. The Contractor shall provide electro-mechanical support for the maintenance and modification of the mounting systems and vacuum systems for the optics of the Nike laser. This task requires experience in high-vacuum systems, and in the design, fabrication and mounting of large single optics and arrays of optics with provision for minimal distortion of the optics and resistance to vibration. The Contractor shall also provide technician support appropriate for installing the optics and vacuum systems.
- 4.3 Target Facility:** The target facility includes a large vacuum chamber, and associated optics that direct laser beams onto targets, and instrumentation to diagnose the laser beams and the laser-target interaction. The Contractor shall provide electro-mechanical support for the vacuum system for the chamber, the target manipulation hardware, cryogenic target insertion systems and mounts and interfaces of instrumentation used to align targets and laser beams and to study the laser-target interaction. This task requires experience in designing, fabricating and installing large high vacuum chambers, cryogenic technology and with designing one-of-a kind mechanical instrumentation required for research.

The Contractor shall also provide technician support appropriate for maintaining the vacuum systems, installing and operating cryogenic subsystems, and instrument interfaces.

4.4 Electra Facility: The Contractor shall provide engineering support for the development of the Electra laser. This includes design, fabrication, installation, maintenance and repair of: the electron beam cathode, electron beam diagnostics; foil support “hibachi” structure; gas cooling recirculator; control, diagnostics and data acquisition systems; pulse power system; design of components for an advanced front-end for the Electra laser; radiation shielding; and electrical systems.

5.0 Contract Deliverables

The Contractor shall provide deliverables in accordance with Exhibit A, DD1423 Contracts Data Requirements List.

Personnel qualifications

Labor Categories and Qualifications

The key personnel in the contract shall be, Senior Mechanical Engineer/Program Coordinator, Mechanical Engineer, Senior Technician, Pulse Power Technician, Cryo-Target Technician, and Consultants.

1. Position: Senior Mechanical Engineer/Program Coordinator

Minimum Requirements/Qualifications:

Education: B.S. degree in Engineering from a 4 year accredited university/college.

Experience: A minimum of 10 years of progressive responsibility in applied disciplines associated with the design, manufacturing, testing and installation of mechanical, opto-mechanical and electro-mechanical equipment. This experience shall include the following elements:

- a) At least 7 years experience in the design and fabrication of components for high-energy laser systems. This experience shall include mechanical design and fabrication of optical mounts for large diameter (>15cm) lenses and mirrors and the design and fabrication of motorized arrays of mirror mounts.
- b) A minimum of 5 years experience in the design, fabrication and installation of large high-vacuum chambers (>500 liters volume) for research applications such as a target chamber for laser fusion research.
- c) Experience in management of a minimum of two large-scale projects involving the design, fabrication and installation of unique equipment for research applications in laser development, high intensity laser-target interaction, or high-voltage pulse power development. Examples of projects that would be considered adequate include, but are not limited to: a large target chamber system for a major laser research facility, a high energy (>100 J.) laser amplifier, a large (>100 KJ) pulse power machine. At least one example shall be for work completed within the last 5 years.
- d) Demonstrated ability to solve the unusual problems in mechanical engineering that arises routinely in supporting research. Example shall be provided.

2. Position Mechanical Engineer

Minimum Requirements/Qualifications:

Education: B.S. degree in Engineering from a 4 year accredited university/college.

Experience: A minimum of 3 years of progressive responsibility in applied disciplines associated with the design, manufacturing, testing and installation of mechanical, opto-mechanical and electro-mechanical equipment. This experience shall include the following elements:

- a) A minimum of three years experience in the mechanical design and fabrication of high-energy E-beam pumped laser amplifiers or equivalent experience of similar complexity.
- b) A minimum of 3 years experience in the design, fabrication of equipment for mounting and positioning of optics for research applications or equivalent experience of similar complexity.
- c) Experience in the design and installation of high vacuum systems.
- d) Demonstrated ability to solve the unusual problems in mechanical engineering that arises routinely in supporting research. Example shall be provided.

3 Position Senior Technician

Minimum Requirements/Qualifications:

Experience: A minimum of 10 years experience in the design, manufacturing, test and installation of mechanical, opto-mechanical and electro-mechanical equipment. This experience shall include the following elements:

- a) Experience in high-vacuum electro-mechanical systems.
- b) Experience in the fabrication, installation and testing of apparatus in a laboratory and clean-room environments.

4 Position Pulse Power Technician

Minimum Requirements/Qualifications:

Experience: A minimum of 5 years experience in the design, manufacturing, test and installation of mechanical and electro-mechanical equipment. This experience shall include the following elements:

- a) Experience in high-vacuum electro-mechanical systems.
- b) Experience in the fabrication, installation and testing of apparatus in a laboratory environment.
- c) A minimum of 2 years experience with assembly, testing and operation of water-line based pulse power machines in the 200 kj or larger class.

5 Position CryoTarget Technician

Minimum Requirements/Qualifications:

Experience: A minimum of 10 years experience in the design, manufacturing, test and installation of state of the art cryogenic equipment. This experience shall include the following elements:

- a) Experience in high-vacuum systems.
- b) Experience in the fabrication, installation and testing of apparatus in a laboratory environment.
- c) A minimum of 5 years experience with assembly, testing and operation of cryogenic systems in pulse power and high power laser environments.

6 Position Technician

Minimum Requirements/Qualifications:

Experience: A minimum of 1 year experience in the fabrication, installation and testing of mechanical, opto-mechanical and electro-mechanical equipment in a laboratory environment.

7 Position Machinist

Minimum Requirements/Qualifications:

Experience: A minimum of 10 years of machining experience, primarily in limited-production instruments for R&D. Experience to include tool and cutter grinding; operation of sheet metal presses and brakes; designing and machining fixtures, gauges, tools and jigs; finishing; silver soldering and brazing; machining to four place tolerance and specified surface finishes.

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.

A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: TOP _____ TM _____ OTHER _____ X
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D. SYSTEM / ITEM	E. CONTRACT / PR NO. N00173-00-R-SE04	F. CONTRACTOR
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Monthly Status & Financial Report	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE SOW	6. REQUIRING OFFICE COR (See Section G.2.)
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION 45 DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE 45 DAC	13. DATE OF SUBSEQUENT SUBMISSION 5th workday of month	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS *The Contractor shall provide a Monthly Status & Financial report to be submitted by the 5th day of the first full month after contract award and every 5th day of the month thereafter. Shall be in Contractor's format as approved by the COR. The report shall include : 1) Reporting Period, Contract Number, Contract Value, Current Funding, Expended in Current Period, Total expended to Date and Date submitted. 2) Labor (including subcontractors) ; show employees name, number of hours worked (identifying separately the number of hours worked on each task) and total amount billed (base rate, G&A, overhead and fee) 3) Materials (description, cost & use on contract) 4) Travel (Traveler's name, dates of trip, reason for trip and costs)	15. TOTAL →
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Progress Reports	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE SOW	6. REQUIRING OFFICE COR (See Section G.1)
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY Semi-Annually	12. DATE OF FIRST SUBMISSION 180 DAC	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE 180 days thereafter	13. DATE OF SUBSEQUENT SUBMISSION *	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS *These reports, submitted semi-annually for the purpose of reporting progress, shall be in Contractor's format as approved by the COR. May be in the form of a letter report or technical report.	15. TOTAL →
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G. PREPARED BY NRL-SSC Code 3235	H. DATE	I. APPROVED BY	J. DATE
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM: _____ OTHER _____																																																																	
D. SYSTEM / ITEM			E. CONTRACT / PR NO. N00173-00-R-SE04		F. CONTRACTOR																																																																
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Design Drawings, Documentation, Plans, Schematics and Manuals			3. SUBTITLE																																																																	
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW		6. REQUIRING OFFICE COR(See Section G.2)																																																																
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16. REMARKS As required by the COR, the Contractor shall submit any design drawings, documentation, plans, schematics and manuals developed in connection with new or modified hardware. *Shall be delivered 30 days after completion of task.				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">To be provided at time of award</td> <td></td> <td></td> </tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2">15. TOTAL →</td> <td></td> <td></td> </tr> </table>		To be provided at time of award																																																												15. TOTAL →			
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16. REMARKS *The Contractor shall provide a Final Technical Report of accomplishments for the entire program within 90 days after contract completion. The report shall contain a comprehensive summary of activities, findings and deliverables under this contract. The report shall include summary of funds expended and categories of expenses. DD250 required.				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">To be provided at time of award</td> <td></td> <td></td> </tr> <tr><td></td><td></td><td></td><td></td></tr> <tr> <td colspan="2">15. TOTAL →</td> <td></td> <td></td> </tr> </table>		To be provided at time of award																																																												15. TOTAL →			
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