

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING

DO-C9

PAGE OF

1 | 25 PAGES

2. CONTRACT NO.	3. SOLICITATION NO. N00173-01-R-CR06	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED July 5, 2001	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.CR WASHINGTON DC 20375-5326		8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 222, Room 115 until 4PM local time Aug 7, 2001
(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 Alan Wayne Crupi	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767-3595
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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE
			18. OFFER DATE

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <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
26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
	28. AWARD DATE	

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

**PART I - THE SCHEDULE
 SECTION B
 SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
BASIC 0001	The Contractor shall provide Research and Development, Engineering, and Technical support in accordance with Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423).	NSP *	NSP	NSP
TOTAL EST. COST PLUS FIXED FEE (BASIC)		\$	\$	\$
TOTAL EST. COST PLUS FIXED FEE (Including all options, if exercised)		\$	\$	\$

** Not Separately Priced*

NOTICE TO OFFERORS: In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

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 08 Dec 2000 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

C-3 SUBCONTRACTING PLAN

Subcontracting Plan * dated is hereby incorporated by reference and made a material part of this contract.

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

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

- | | | |
|----------|---|--|
| 52.246-8 | - | Inspection Of Research And Development - Cost Reimbursement (MAR 2001) |
| 52.246-9 | - | Inspection Of Research And Development (Short Form) (APR 1984) |

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 date of contract award through 12 months, with 4 options, which will extend the period of performance for an additional 12 months each, if exercised.

(b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Washington, D.C. 20375.

**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 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.

G-8 INFORMATIONAL SUBLINE ITEMS

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

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:

LABOR CATEGORY	NAME OF INDIVIDUAL
Sr. Software Engineer	(To be completed at time of award)
Sr. Systems Engineer	

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 19,968 total hours of direct labor for the basic award, and approximately 19,968 total hours for each option, if 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 1664 hours per month for the basic award and 1664 hours per month for each option period, if exercised. 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:

Labor Category	Basic	Option I	Option II	Option III	Option IV
Senior Engineer	3840	3840	3840	3840	3840
Technical Program Specialist	1920	1920	1920	1920	1920
Senior Software Engineer	1920	1920	1920	1920	1920
Scientist	1920	1920	1920	1920	1920
Senior Systems Engineer	1920	1920	1920	1920	1920
Senior Component Engineer	1920	1920	1920	1920	1920
Senior Scientist	1920	1920	1920	1920	1920
Systems Engineer	1920	1920	1920	1920	1920
Senior Electronics Technician	1920	1920	1920	1920	1920
Administrative Clerk	768	768	768	768	768

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 THE TERM OF THE CONTRACT

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four (4) times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be **accomplished in accordance with all of the terms and conditions of this contract** and at the estimated cost and fixed fee set forth below:

First Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Second Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Third Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Fourth Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

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 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

H-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

FAR CLAUSE	TITLE
52.202-1	- Definitions (MAR 2001)
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 - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
- 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)
- 52.215-11 - Price Reduction For Defective Cost Or Pricing Data - Modifications (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 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)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-9 - Small Business Subcontracting Plan (OCT 2000) - 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)
- 52.222-21 - 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 (MAR 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 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)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
(will be included if the successful offeror is not a small business or a non-profit organization)
- 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)
- 52.232-17 - 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 (MAR 2001)
- 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)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAR 2001)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 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)
- 52.246-23 - 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)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 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 (AUG 2000)
- 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) - Alternate I (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 Bid 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)
- 252.227-7030 - 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 (DEC 2000)
- 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 (MAR 2001)

- (a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.
- (b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

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

- J-1** Attachment (1) - Statement of Work - 4 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List - 2 Pages.
- J-2** Attachment (2) – Personnel Qualifications - 5 Pages
- J-3** Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser 015-01 Dated 20010326 - 2 Pages.
- 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 (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is 541710.

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)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAR 2001)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (JAN 1999)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.252-5	-	Authorized Deviations In Provisions (APR 1984)

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 below:

See Section L, 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 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-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 INQUIRES 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. N00173-01-R-CR06
Closing Date: (As specified in Block 9, RFP face page)
Attn: Code 3220.CR

- (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 4 COPIES.

Offerors must propose in accordance with H-3 Level of Effort, Paragraph (k).

A. PERSONNEL QUALIFICATIONS

The offeror must provide resumes of proposed personnel. The resume must reflect experience and qualifications of the proposed personnel relevant to the proposed task and previous experience of the personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications.

B. TECHNICAL UNDERSTANDING

Provide documentation to support the understanding of each of the technical requirements (task areas) in the SOW. Provide documentation to reveal knowledge of project monitoring and control, achievement of task assignments, on-time completion, resource management, and responsiveness to workload fluctuation in support of multiple tasks.

C. MANAGEMENT PLAN

The Offeror shall provide documentation to show corporate ability to simultaneously coordinate numerous interrelated technical and management support tasks of similar size and complexity as this requirement. The offeror shall provide documentation of experience involving similar research, set forth in the SOW and establishing internal systems for effective continuity, quality assurance, and contract completion.

L-12 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 each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

(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-13 MATERIAL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

The material estimate and other direct costs set forth **MUST** be included in each offeror's cost proposal for evaluation purposes only. During the term of the contract, the contractor will be reimbursed actual and verifiable material and other direct associated expenses.

The Government estimates the material cost for this effort as follows:

Basic	\$50,000.00
Option I (if exercised)	\$50,000.00
Option II (if exercised)	\$50,000.00
Option III (if exercised)	\$50,000.00
Option IV (if exercised)	\$50,000.00

L-14 TRAVEL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

The travel estimate and other direct costs set forth MUST be included in each offeror's cost proposal for evaluation purposes only. During the term of the contract, the contractor will be reimbursed actual and verifiable travel and other direct associated expenses in accordance with federal travel guidelines.

The Government estimates the travel cost for this effort as follows:

Basic	\$20,000.00
Option I (if exercised)	\$20,000.00
Option II (if exercised)	\$20,000.00
Option III (if exercised)	\$20,000.00
Option IV (if exercised)	\$20,000.00

**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. The Personnel Qualifications and Technical Understanding factors are of equal importance. The Management Plan is of less importance than Personnel Qualification and Technical Understanding.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel 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) TECHNICAL UNDERSTANDING

Evaluation will be based on the demonstrated overall soundness, ability to understand, and accomplish the technical requirements in the SOW.

(3) MANAGEMENT PLAN

Evaluation will be based on the extent of corporate experience in performing, accomplishing, and managing projects related specifically to tasks in the SOW. The soundness of the Offeror's project management approach for accomplishing the tasks in the SOW.

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.

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 (SOW)
FOR
ENGINEERING AND TECHNICAL SERVICES**

1.0. SCOPE

The contractor shall provide engineering and technical support which consist of the development of Electronic Attack (EA) techniques using Digital Radio Frequency Memory (DRFM) technology; AN/SLQ-32 and AN/SLY-2 engineering technology; Advanced Multifunction RF Concept (AMRFC) engineering technology; Search Radar Electronic Counter Measures Simulator (SRES) technology ; EA capability investigations; technology demonstration programs; field testing engineering technology; and advanced development program support technology.

2.0. REQUIREMENTS

2.1. TASK 1 EA Techniques Development Using DRFM Technology

2.1.1. SCOPE OF TASK.

The contractor shall develop a coherent EA techniques generator based on DRFM technology with flexibility of waveform input and output characteristics such that it will support the development of EA techniques against a range of modern threat radars. The victim radars use advanced modes of operation including Frequency Modulation (FM) and phase coded pulse compression, pulse to pulse frequency and Pulse Repetition Interval (PRI) agility, Doppler processing, Inverse Synthetic Aperture Radar (ISAR) and Synthetic Aperture Radar (SAR). The contractor shall design the coherent EA techniques generator so that it can be used in the AMRFC test bed signal generator to support the EA function with coherent EA techniques. The contractor shall use the techniques generator to develop effective EA techniques against the simulated threats in the AMRFC demonstration scenarios and provide the controls, both hardware and software, to generate an effective technique for the engagement with EA of those threats with the AMRFC test bed. The contractor shall use the techniques generator to develop EA techniques against other advanced radar.

2.2 TASK 2 Electronic Warfare System (AN/SLQ-32 and AN/SLY-2) Engineering and Technical Services

2.2.1. SCOPE OF TASK.

The contractor shall provide engineering and technical services in two areas. The first area is Terminal Electronic Attack (EA). In this area, the contractor shall provide engineering and technical services for the development of terminal AN/SLQ-32 and AN/SLY-2 EA techniques through laboratory investigations. The contractor shall develop and fabricate special test circuits and interface to specific hardware in order to obtain data to generate EA techniques for the AN/SLQ-32 and AN/SLY-2 systems. The second area is general technical support. In this area, the contractor shall maintain the

AN/SLQ-32 Threat Generator Simulation Units (TGSU's) and DRFM subsystems utilized in NRL's terminal and countertargeting EA effectiveness assessment facilities. The contractor shall provide laboratory, field, and at-sea testing of the Navy's EW system improvements. The contractor shall provide investigation of software upgrades designed to enhance overall system performance and perform upgrades. This includes the transition of technologies from the AN/SLQ-32 to the AN/SLY-2.

2.3 TASK 3 Search Radar ECM Simulator (SRES) Engineering and Technical Services

2.3.1. SCOPE OF TASK

The contractor shall use the SRES to evaluate the effectiveness of various EA techniques of Naval EW systems. The contractor shall upgrade SRES capability to improve overall system efficiency.

2.3.1.1. The contractor shall determine the requirements for and implement a high-speed digital video signal processing capability for simulation of various advanced threat radar video processing techniques.

2.3.1.2. The contractor shall consolidate existing low grade computer systems into a single high efficiency computer system. The contractor shall redesign the interface between existing attenuators and the new computer system and rewriting of the software both in assembly language and programming language ("c").

2.3.1.3. The contractor shall evaluate the design of RF frequency agile sources (for noise minimization) and develop specifications for implementation into the SRES. The contractor shall incorporate this new capability into the SRES.

2.3.1.4. The contractor shall document the development and evolving SRES system. The contractor shall integrate all available engineering reports and data along with developing new data into an organized systems manual. The contractor shall update and develop diagrams and schematics which reflect the present system configuration. The contractor shall develop text which describes the system, its use by an operator, and the system operational library.

2.4 TASK 4 Advanced Multifunction Radio Frequency Concept (AMRFC) Engineering and Technical Services

2.4.1 SCOPE OF TASK

The contractor shall provide engineering and technical services for the design, development, and engineering testing of the AMRFC test-bed. The contractor shall integrate technology demonstration programs into the test-bed and the interfacing of these systems with each other, the Resource Allocation Manager (RAM), and peripheral AMRFC subsystems. The contractor shall prepare briefing materials for sponsors and related Navy organizations.

2.5 TASK 5 EA Capability Investigations

2.5.1. SCOPE OF TASK

The contractor shall perform systematic inquiry or examinations to NRL's program of Operational Requirements and Future Naval Capabilities for Chief of Naval Operations Command (OPNAV), Program Executive Office (PEO), related System Commands (SYSCOMS), and Office of Naval Research (ONR); assess the potential use of selected surface platforms in the counterterminal and countertargeting functions; and document activities and efforts of The Technical Cooperation Panel (TTCP) Sub-Panel TP-3 for cooperative countertargeting EA technique RDT&E. The contractor shall work in conjunction with cooperative exchange programs and agreements between NRL, sponsor organizations, and foreign Governments. The contractor shall prepare briefing materials for sponsors and related Navy organizations.

2.6 TASK 6 Technology Demonstration Programs Engineering and Technical Services.

2.6.1 SCOPE OF TASK

The contractor shall provide technical performance requirements and system trade-off studies and analyses for technology demonstration programs. The contractor shall prepare briefing materials for sponsors and related Navy organizations.

2.6.1.1 The contractor shall provide technical and engineering expertise for the High Band Multifunction Transmitter (HBMT) Program.

2.6.1.2 The contractor shall provide technical and engineering expertise for the High Band Multifunction Receive System (HBMRS) Advanced Technology Demonstration (ATD) Program.

2.6.1.3 The contractor shall provide technical and engineering expertise for the High Band Digital Preprocessor (HBDP) Program.

2.6.1.4 The contractor shall provide technical and engineering expertise for the Low Band Multifunction Transmitter (LBMT) Program.

2.7 TASK 7 Field Test Documentation

2.7.1. SCOPE OF TASK.

The contractor shall provide data recording during field and at-sea countertargeting, countermeasures, and terminal defense techniques test and evaluation exercises. The contractor shall develop test plans and procedures. The contractor shall track, monitor, and report all progress made during any developmental effort. Following the completion of an exercise, the contractor shall provide a comprehensive test report.

2.8 TASK 8 Advanced Development Programs Support

2.8.1. SCOPE OF TASK.

The contractor shall provide engineering and technical expertise for exploratory and advanced development programs.

2.8.1.1. The contractor shall maintain and test generic control panels that interface with existing test assets, which are used to evaluate and test EW systems.

2.8.1.2. The contractor shall maintain and test advanced seeker programs used to evaluate various new technology EW subsystems.

PERSONNEL QUALIFICATIONS

1. SENIOR ENGINEER

Experience:

Must have working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 5 years experience in electronic warfare with an emphasis on countermeasures techniques. Must have knowledge of digital techniques as they apply to the detection of and countermeasures against radar systems. Must have knowledge of a diversity of radar systems, modulation schemes, and methods of denying useful information to an adversary. This individual must have experience planning and conducting work requiring judgment in the independent evaluation, selection, and adaptation of standard techniques, procedures, and criteria. Must have previous working experience with DoD program sponsors.

AND

Education:

Must have minimum of a Bachelor of Science degree in Engineering or Physics. Must have coursework in radar systems and/or electromagnetics and computer programming.

2. TECHNICAL PROGRAM SPECIALIST

Experience:

Must have working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 3 years experience in electronic warfare test and evaluation programs and procedures. Must have experience in performing non-routine and complex assignments involving responsibility for planning and conducting a complete project, relatively complicated in scope. Must have experience in reviewing and analyzing engineering data to determine requirements to meet engineering objectives. Must have experience with calculating design data, preparing specifications, estimates, and procedures. Must be able to prepare, accumulate, and report test evolution costs. Must have working knowledge of computer and PC based systems and software operation. Must have previous working experience with DoD program sponsors.

AND

Education:

Must have a minimum of a Bachelor of Science degree.

3. SENIOR SOFTWARE ENGINEER

Experience:

Must have a working knowledge of electronic warfare and multifunctional radio frequency systems. Must have a minimum of 10 years experience in electronic warfare systems software development with particular emphasis in the areas of data acquisition and analysis systems, real-time radar tracking simulation software, operator interface design concepts, real-time programming techniques, multitasking, and interrupt handling and device control. Must have proficiency in "C" programming language. Must have working experience with any DoD organization.

AND

Education:

Must have a minimum of a Master's Degree in Computer Engineering.

4. SCIENTIST

Experience:

Must have working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 3 years experience in electronic warfare test and evaluation programs and procedures. Must have working experience with DoD program sponsors.

AND

Education:

Must have a minimum of a Bachelor's Degree in Engineering or Physics.

5. SENIOR SYSTEMS ENGINEER

Experience:

Must have working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 10 years experience in electronic warfare systems research

and development programs and procedures. Must have working experience with DoD program sponsors.

AND

Education:

Must have a minimum of a Master's Degree in the engineering field.

6. SENIOR COMPONENT ENGINEER

Experience:

Must have working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 5 years experience in microwave components and their application to electronic warfare systems. Must have working experience with DoD program sponsors.

AND

Education:

Must have a minimum of a Bachelor's Degree in Engineering or Physics.

7. SENIOR SCIENTIST

Experience:

Must have a working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 5 years experience in electronic warfare test and evaluation programs and procedures. Must have working experience with DoD program sponsors.

AND

Education:

Must have a minimum of a Master's Degree in Engineering or Physics.

8. SYSTEMS ENGINEER

Experience:

Must have a working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 3 years experience in electronic warfare systems research and development programs and procedures. Must have working experience with DoD program sponsors.

AND

Education:

Must have a minimum of a Bachelor Degree in Engineering.

9. SENIOR ELECTRONICS TECHNICIAN

Experience:

Must have a working knowledge of electronic warfare and multi-functional radio frequency systems. Must have a minimum of 5 years experience in electronic warfare with emphasis on exploiting radar systems, developing and testing countermeasures. Must have skills to operate analog, digital, and RF test equipment to collect data to obtain useful information when hardware under test is not functional and the usual approaches are inadequate. Must have experience in preparing test data for analysis, as well as in data analysis itself, for both field and laboratory testing. Must have working experience with DoD program sponsors.

AND

Education:

Must have at least high school diploma and certificate of completion from a Technical Electronics School. Must have completed coursework in radar fundamentals and knowledge of computer programming.

10. ADMINISTRATIVE CLERK

Experience:

Must have a minimum 3 years experience in contract administration (such as modifications, increments, Contract Data Requirements List (DD1423) and reports, obligations, commitments, and expenditures) and office automation clerical support. Must have knowledge of security clearance procedures (such as obtaining visitor passes/badges and procedures). Must have skills in operating office equipment and multiple software packages (i.e. MS Word, MS Excel, MS Outlook).

AND

Education:

Must have a minimum of a High School Diploma or GED.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING SER: 015-01	
				a. FACILITY CLEARANCE REQUIRED	
				TOP SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED	
				SECRET	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>		a. ORIGINAL <i>(Complete date in all cases)</i>	
				DATE (YYYYMMDD) 20010326	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	
				REVISION NO. DATE (YYYYMMDD)	
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER	DUE DATE (YYYYMMDD)			c. FINAL <i>(Complete Item 5 in all cases)</i>
	57-4088-01				DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
Classified material received or generated			<i>(Preceding Contract Number)</i> is transferred to this follow-on contract.		
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following:					
In response to the contractor's request _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD.			N/A		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
N/A			N/A		
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>		
N/A			N/A		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT					
PROVIDE ENGINEERING AND TECHNICAL SERVICES TO THE SURFACE ELECTRONIC WARFARE SYSTEMS BRANCH (NRL CODE 5740)					
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
b. RESTRICTED DATA			<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
d. FORMERLY RESTRICTED DATA			<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY	
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	
(2) Non-SCI		<input checked="" type="checkbox"/>		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	
f. SPECIAL ACCESS INFORMATION			<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	
g. NATO INFORMATION		<input checked="" type="checkbox"/>		i. HAVE TEMPEST REQUIREMENTS	
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION			<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
j. FOR OFFICIAL USE ONLY INFORMATION			<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>	
k. OTHER <i>(Specify)</i>					

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 5740.
NO PUBLIC RELEASE OF SCI AUTHORIZED.

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.

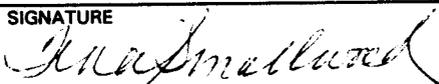
13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged 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 TOP SECRET FACILITY CLEARANCE, SECRET STORAGE CAPABILITIES, AND PERSONNEL ELIGIBLE FOR SENSITIVE COMPARTMENTED INFORMATION.

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 (<i>Include Area Code</i>) (202)767-2240/2521
d. ADDRESS (<i>Include Zip Code</i>) NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE., SW WASHINGTON, DC 20375-5320	17. REQUIRED DISTRIBUTION	
e. SIGNATURE 	<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 1.221.11, 1223, 5740, ONI-532	