

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 33 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-01-R-KK04	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 14 JUN 01	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.KK 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 2 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 Building 222, Room 115 until 4:00 local time 16 JUL 01
(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 Kevin M. King	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767-1495
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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)	ITEM
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 (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
BASE YEAR				
Task 1				
0001	The Contractor shall conduct research in accordance with the Statement of Work, Attachment No. 1, Task 3.1.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE		\$	\$	\$
Task 2				
0003	The Contractor shall conduct research in accordance with the Statement of Work, Attachment No. 1, Task 3.2.	\$	\$	\$
0004	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE		\$	\$	\$
Task 3				
0005	The Contractor shall conduct research in	\$	\$	\$

accordance with the
Statement of Work,
Attachment No. 1,
Task 3.3.

0006	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
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TOTAL EST. COST PLUS FIXED FEE	\$	\$	\$
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** Not Separately Priced*

Note (1): In addition to inserting the estimated cost and fixed fee proposed for the base year above, the estimated cost and fixed fee proposed for each optional extension of the term of the contract are to be inserted in Section H – 5.

Note (2): Multiple awards may be made against this solicitation. Award may be made on a task by task basis, or in the aggregate, whichever basis is most advantageous to the Government. Although multiple awards may be made for the same task, if desired, such awards would be for the entire task, and not for any portion thereof. See Section L-14.

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 8 December 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 contract award through one year thereafter. In the event that any of the option items are exercised, the period of performance for the option periods shall be for one year from the effective date of the modification which exercises the option.

(b) The principal place of performance of this contract shall be at the contractor's facility.

**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
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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-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 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 classification citation.

**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.

(e) The individuals who occupy the following labor categories will be identified as key personnel in any contract resulting from this solicitation:

Task 1:

Program Manager
Senior Scientist/Engineer

Task 2:

Program Manager
Senior Scientist/ Engineer

Task 3:

Program Manager

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 * total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of * hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would

be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

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

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

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

(k) The anticipated breakdown by labor category of the total level of effort is shown in Section L-15.

* To be inserted at time of award

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's notice of renewal to the Contractor within the existing term of the contract. The Government may elect to exercise its option to renew the contract a maximum of four (4) times. Each such renewal shall extend the term of the contract by twelve (12) months. The contractor agrees that

performance under said renewals shall be accomplished in accordance with all of the terms and conditions of this contract. Performance under each such renewal shall be accomplished within the estimated cost and fixed fee set forth below:

TASK 1**First Option – Second Year's Effort**

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Second Option – Third Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Third Option – Fourth Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Fourth Option – Fifth Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

TASK 2**First Option – Second Year's Effort**

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Second Option – Third Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Third Option – Fourth Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Fourth Option – Fifth Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

TASK 3

First Option – Second Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Second Option – Third Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Third Option – Fourth Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Fourth Option – Fifth Year's Effort

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

H-6 ON-SITE USE OF GOVERNMENT PROPERTY

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Task 3 of this effort requires contractor participation in field demonstration activities. Such demonstrations may occur at either civilian or DoD sites. For the purposes of this clause, the location of field demonstrations may be considered a "field site". Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-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.

H-9 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.

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)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost Or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	- Waiver Of Facilities Capital Cost Of Money (OCT 1997) <i>(will be included if the successful offeror does not propose facilities capital cost of money)</i>
52.215-18	- Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (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) <i>(If the contract is with an educational institution, modify the clause by deleting from paragraph (a) "Subpart 31.2" and</i>

substitute "Subpart 31.3". If the contract is with a state or local government, delete from paragraph (a) "Subpart 31.2" and substitute "Subpart 31.6". If the contract is with a nonprofit other than an educational institution, a state or local government, or a nonprofit organization exempted under OMB Circular A-122, modify the clause by deleting from paragraph (a) "Subpart 31.2" and substituting "Subpart 31.7".)

- 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.
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUL 1996)
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 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)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (FEB 2001)
- 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)
- 52.223-14 - 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)
- 52.227-10 - 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)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully*

- funded)*
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
 - 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
 - 52.232-25 - Prompt Payment (MAR 2001)
 - 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
 - 52.233-1 - Disputes (DEC 1998) - Alternate I (DEC 1991)
 - 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
 - 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
 - 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
 - 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
 - 52.242-3 - Penalties For Unallowable Costs (MAR 2001)
 - 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
 - 52.242-13 - Bankruptcy (JUL 1995)
 - 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
 - 52.243-6 - Change Order Accounting (APR 1984)
 - 52.243-7 - Notification Of Changes (APR 1984) fill in 30
 - 52.244-2 - Subcontracts (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)
 - 52.252-6 - 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)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 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)
- 252.225-7007 - Buy American Act--Trade Agreements--Balance Of Payments Program (APR 2000)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
- 252.225-7021 - Trade Agreements (APR 2000)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (JUN 2000)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7009 - Mandatory Payment By Governmentwide Commercial Purchase Card (JUL 2000)
- 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)

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 - 6 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-2 Attachment (2) - DD Form 254, Contract Security Classification Specification, Dated 03 May 01 - 1 Page.
- J-3 Attachment (3) – Personnel Qualifications, 4 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 employees.

**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)
52.214-34	- 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 (MAR 2001)
52.215-16	- Facilities Capital Cost Of Money (OCT 1997)
52.219-24	- Small Disadvantaged Business Participation Program - Targets (OCT 2000)
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)

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

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

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

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

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

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

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

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

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

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

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

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

L-5 FAR 52.222-18 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

The fill-in information is as follows:

Listed End Product

Listed Countries of Origin

L-6 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-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research

Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

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

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror: Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature

(End of identification and assertion)

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

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

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

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

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 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-11 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:

Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3220.KK

(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-12 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 offeror shall propose direct labor hours in accordance with the level of effort breakdown indicated in Section L – 15 below.
- (2) The following information is required for evaluation of your technical/management proposal:
 - (a) The proposal must demonstrate that the offeror's key personnel are technically competent to accomplish the Statement of Work. Resumes, including experience and publication records, must be provided for proposed personnel so as to establish that the individuals proposed meet the Personnel Qualifications, as stated in Attachment No. 3.
 - (b) The proposal must indicate whether the offeror's key personnel are individually available to support the effort on a full time basis.
 - (c) The proposal must indicate whether the offeror's technical team spans the total requirements of the Statement of Work.
 - (d) The proposal must indicate whether the designated project manager meets the Personnel Qualifications, as stated in Attachment No. 3, and is qualified to address the total scope of the Statement of Work.
 - (e) The proposal must indicate that the offeror's proposed technical approach is sound. The proposal must demonstrate that the offeror understands the requirements of the tasks, the technical issues critical to success of Tasks 1 and 2 and the complex nature of the effort for Task 3.
 - (f) The proposal must demonstrate that the offeror and the proposed staff possess the experience required to successfully address the technical issues.
 - (g) The proposal must fully address a competent approach to each of the technical

requirements of the Statement of Work. The proposal should not simply play back the words in the Statement of Work.

- (h) The proposal must demonstrate that the offeror possesses a corporate technical base to support the proposed effort.
- (i) The proposal must demonstrate that the offeror possesses the experience and maturity necessary to successfully manage the proposed effort.
- (j) The proposal must demonstrate that the offeror's facilities are adequate and appropriate to support the in-house component of the proposed effort.

PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (*Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.*) List the last 3 contracts or subcontracts completed by the offeror or predecessor companies during the past 5 years for services similar in nature to this requirement. Include in the any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

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

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 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-14 MULTIPLE AWARDS

The Contracting Officer may make multiple awards resulting from this solicitation.

L-15 ANTICIPATED LABOR REQUIREMENTS

LABOR MATRIX

The following is the anticipated distribution of labor hours by labor category and by task for the anticipated level of effort. This distribution shall be used by prospective offerors in preparing their cost proposals. If the offeror uses labor category terminology that is different from that which is stated herein, the offeror shall provide a matrix clearly relating their proposed labor categories to those in this matrix. The Program Manager and the Senior Scientist/Engineers for each of the tasks

Program Manager	520	520	520	520	520	2600
Senior Scientist/Engineer	2080	2080	2080	2080	2080	10400
Scientist/Engineer	2080	2080	2080	2080	2080	10400
Field Support Technician	2080	2080	2080	2080	2080	10400

Total: 6760 6760 6760 6760 6760 33,800

L-16 ANTICIPATED MATERIAL REQUIREMENTS

For purposes of preparing their proposals, offerors may use the following estimates for anticipated materials requirements. Specific requirements will vary depending upon the approach the contractor proposes, the requirements of specific sponsor projects undertaken, and the nature of field operations and demonstrations required. Offerors should note that estimates are direct costs and that they should specify and add any applicable indirect costs.

Materials for Tasks 1 & 2 are expected to include items such as computer hardware, software, software licenses, computer training, printers, electronics and test equipment, office supplies and other miscellaneous items.

Materials for Task 3 are associated with support of field operations and demonstrations. They include items such as field support instrumentation (radios, electronics, portable laptop computers, GPS equipment, electronics test equipment, and tool kits). Personnel protective equipment and clothing may be required. Logistics support on field operations requires rentals, and short-term leases of field support equipment such as office trailers, portable toilets, electrical power generators, four-wheel drive vehicles and/or backhoes. Some field demonstrations will require contractor contracting for wet charter time on Bell Long Ranger Helicopters to support airborne field surveys.

Materials Requirements Estimates

Task	Year	Type of Material/Equipment	Costs (\$K)
Task 1	1	Office Equipment/Electronics	20
	1	Licenses, training, supplies, miscellaneous	10
	2	Office Equipment/Electronics	5
	2	Licenses, training, supplies, miscellaneous	10
	3	Office Equipment/Electronics	5
	3	Licenses, training, supplies, miscellaneous	10
	4	Office Equipment/Electronics	5
	4	Licenses, training, supplies, miscellaneous	10
	5	Office Equipment/Electronics	5
	5	Licenses, training, supplies, miscellaneous	10

Task	Year	Type of Material/Equipment	Costs (\$K)
Task 2	1	Office Equipment/Electronics	20
	1	Licenses, training, supplies, miscellaneous	10
	2	Office Equipment/Electronics	5
	2	Licenses, training, supplies, miscellaneous	10
	3	Office Equipment/Electronics	5
	3	Licenses, training, supplies, miscellaneous	10
	4	Office Equipment/Electronics	5
	4	Licenses, training, supplies, miscellaneous	10
	5	Office Equipment/Electronics	5
	5	Licenses, training, supplies, miscellaneous	10
Task 3	1	Instrumentation, support equipment	50
	1	Logistics Support	100
	2	Instrumentation, support equipment	30
	2	Logistics Support	100
	3	Instrumentation, support equipment	50
	3	Logistics Support	100
	4	Instrumentation, support equipment	30
	4	Logistics Support	100
	5	Instrumentation, support equipment	30
	5	Logistics Support	100

L-17 ANTICIPATED TRAVEL REQUIREMENTS

ANTICIPATED TRAVEL REQUIREMENTS

Contractor employees will be required to travel to complete the requirements of this contract. Travel may be for the purposes of reviewing contract progress in meetings at NRL, or supporting NRL staff in reviewing program progress in sponsor program reviews and meetings. In association with Task 1, contractor employees may travel to national meetings to present scholarly papers documenting the R&D accomplishments under the contract. In association with Task 3 contractor employees must support field operations and demonstrations of the hardware and software developed under this contract. The location of these field operations is currently undetermined, but may be at remote locations in the continental US. It is assumed that all travel originates at the Contractor's facility.

Anticipated Contractor Travel Requirements

Task	Year	No. Trips	No. People	No. Days	Destination
1	1	4	2	1	Washington, DC
	1	1	2	4	Boston, MA
	1	1	2	4	New Orleans, LA

Task	Year	No. Trips	No. People	No. Days	Destination
	2	4	2	1	Washington, DC
	2	1	2	4	New Orleans, LA
	2	1	2	4	West Coast
	3	4	2	1	Washington, DC
	3	1	2	4	Atlanta, GA
	3	1	2	4	West Coast
	4	4	2	1	Washington, DC
	4	1	2	4	Boston, MA
	4	1	2	4	Atlanta, GA
	5	4	2	1	Washington, DC
	5	1	2	4	New Orleans, LA
	5	1	2	4	West Coast
2	1	4	2	1	Washington, DC
	2	4	2	1	Washington, DC
	3	4	2	1	Washington, DC
	4	4	2	1	Washington, DC
	5	4	2	1	Washington, DC
3	1	1	2	10	Albuquerque, NM
	1	1	2	10	Reno, NV
	1	1	2	10	Rapid City, SD
	1	1	2	10	Cape Cod, MA
	2	2	2	10	Albuquerque, NM
	2	1	2	10	Reno, NV
	2	1	2	10	Rapid City, SD
	2	1	2	10	Cape Cod, MA
	3	1	2	10	Albuquerque, NM
	3	2	2	10	Reno, NV
	3	1	2	10	Rapid City, SD
	3	1	2	10	Cape Cod, MA
	4	1	2	10	Albuquerque, NM

Task	Year	No. Trips	No. People	No. Days	Destination
	4	1	2	10	Reno, NV
	4	2	2	10	Rapid City, SD
	4	1	2	10	Cape Cod, MA
	5	1	2	10	Albuquerque, NM
	5	1	2	10	Reno, NV
	5	1	2	10	Rapid City, SD
	5	2	2	10	Cape Cod, MA

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

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

M-2-1. TECHNICAL/MANAGEMENT

(1) QUALIFICATIONS OF KEY PERSONNEL

- (a) The proposals will be evaluated as to whether the offeror's proposed personnel are technically competent to accomplish the statement of work, as demonstrated by their resumes, experience and publication records and the extent to which they meet the qualifications as set forth in the Personnel Qualifications, Attachment No. 3.
- (b) The proposals will be evaluated as to whether the offeror's proposed personnel are individually available to support the effort on a full-time permanent basis.
- (c) The proposals will be evaluated as to whether the offeror's technical team spans the total requirements of the Statement of Work
- (d) The proposals will be evaluated as to whether the designated project manager is qualified to address the total scope of the Statement of Work.

(2) TECHNICAL APPROACH

- (a) The proposals will be evaluated on the extent to which the Offeror's proposed technical approach is sound. The proposals will be evaluated on the extent to which the proposal demonstrates that the offeror understands the requirements of the tasks, and the technical issues critical to success of the effort .
- (b) The proposals will be evaluated on the extent to which the proposal and the proposed staff demonstrate the experience required to successfully address the technical issues.
- (c) The proposals will be evaluated on the extent to which the proposal fully addresses a competent approach to each of the technical requirements specified in the Statement of Work rather than simply playing back the words.

(3) MANAGEMENT/CORPORATE EXPERIENCE

- (a) The proposals will be evaluated on the extent to which the offeror provides a corporate technical base to support the proposed effort.
- (b) The proposals will be evaluated on the extent to which the offeror demonstrates the experience and maturity required to successfully manage the proposed effort.

(4) FACILITIES

- (a) The proposals will be evaluated on the extent to which the offeror's facilities are adequate and appropriate to support the in-house component of the proposed effort.

(5) PAST PERFORMANCE

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

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

Detection Technologies to Support Geophysical Evaluations

1.0 INTRODUCTION

The Chemistry Division of the Naval Research Laboratory (NRL) is responsible for a wide range of research efforts involving the combustion of fuels, propellants, pyrophorics and explosives. Additionally, the NRL develops analytical and diagnostic techniques associated with these and other materials, and analyzes and evaluates their performance. Development of analytical, diagnostic and characterization techniques extends also to chemical species associated with ship and submarine operations. Both intrusive and non-intrusive sensing capabilities are also developed for environmental applications. These applications require site characterization for chemicals and other toxic/hazardous materials, including unexploded ordnance (UXO) associated with Navy and other DoD active, dormant, and transferring ranges. This RFP focuses on the latter topic.

2.0 SCOPE

The anticipated research efforts require the expertise of skilled, highly-technical contractor scientists and engineers to carry out these studies. The range of skills required include: an understanding of state-of-the-art in remote sensing techniques for ferrous and non-ferrous metals, the ability to integrate geophysical expertise with modern digital mapping and Geographic Information System (GIS) interfaces, and an understanding of the physics of operation for sensor detection technologies for remote sensing of metals. These sensor development and integration capabilities must be combined with the computational, modeling, and analysis techniques required to analyze target data, integrate information from multiple sensor technologies, and create computer models and analysis techniques to support UXO remediation activities, document remediation efficiencies, and to establish GIS interfaces to create a permanent record of the remediation activities.

The R&D requirements include tasks that vary considerably in their scope and in the complexity of the deliverable products. However, the tasks are interrelated in that they support a central mission of the NRL and must be coordinated with each other.

The contractor/contractors shall provide on a level of effort basis, an estimated total of 85,800 man hours of scientific, technical and engineering work as stated in the Solicitation, Section L-15. Specific categories of personnel to perform work

shall consist of those direct labor classifications proposed by the contractor which are included in the resulting contract. The required personnel qualifications to perform individual tasks are defined with each Task description and in the Personnel Qualifications, Attachment No. 3.

3.0 TASK DESCRIPTIONS

The task areas associated with this procurement are described below. The technical requirements, the source of the materials, and equipment required to support the work and the contract deliverables are described for each Task.

Task 3.1 Development of Sensor Performance Models and Sensor Hardware Prototypes

3.1.1 Background

Hundreds of thousands of acres of Department of Defense (DoD) property are returned to civilian use each year. Portions of DoD bombing and target ranges periodically must be rendered safe for further DOD operations. Additionally, toxic and hazardous burial sites must be evaluated to determine required remediation efforts. For many years, NRL has been developing automated technologies for detection of buried materials and non-intrusive characterization of explosive ordnance disposal (EOD) sites and toxic/hazardous waste burial sites. The NRL has developed a state-of-the-art capability; the Multi-sensor Towed Army Detection System (MTADS). MTADS is a fully field-worthy prototype system. It is currently being demonstrated at field sites selected by the Office of the Assistant Secretary for Defense for Environmental Security and other DOD agencies. The vehicular MTADS has been augmented by hand-held, man-portable adjuncts and both GPS and acoustic navigation have been integrated. Currently, an airborne adjunct, based upon arrays of magnetometers, is being developed for integration and demonstration. Additionally, new variants of both time-domain and frequency-domain sensors are being evaluated, as are new concepts for metal sensing for UXO detection and discrimination.

3.1.2 Scope:

The contractor shall support NRL according to the technical requirements set forth below.

3.1.3 Technical Requirements:

The contractor shall provide specified R&D support, including but not limited to the areas associated with this task as enumerated below. Computational performance models shall be developed for variants of existing sensor types including time- and frequency-domain electro-magnetic induction detectors.

Development of new concepts for detection approaches including data sampling approaches, deployment of sensor arrays of identical or complimentary sensors, and new sensor approaches with potential to provide object shape information shall be undertaken. Promising approaches will be developed, evaluated, and incorporated into prototype designs for field demonstrations.

3.1.4 Work Site:

A major portion of this task will be performed at the contractor's facilities. Some parts of the task may be performed at NRL, or at other Navy or DoD facilities as specified by the COR. Some demonstrations and evaluations may take place at current or former DoD ranges or other civilian sites containing UXO or other hazardous materials. Certain equipment, materials, and components will be supplied as GFE in support of these operations. Special requirements may apply. Access to these sites may require appropriate training, use of personal protective gear and OSHA and Hazardous Waste Operations (HAZWOPR) certification.

3.1.5 Deliverables:

The contractor shall provide a monthly status of funds report, periodic written progress reports (quarterly, or as required by the COR), oral briefings and progress reports (quarterly, or as requested by the contractor or COR) and a final report at the completion of the Task as required by DD Form 1423.

Task 3.2.0 Development and Testing of Data Acquisition and Analysis Software

The success of the MTADS vehicular survey system relies, in large part, on the Data Analysis System (DAS). The DAS front end is a stand-alone digital mapping interface that incorporates magnetometry and EMI data, applies preprocessing steps to clean up navigation and sensor errors, edits off-site and redundant data, and applies leveling and spatial filtering techniques with data mapping onto a regular grid. The analysis approach incorporates both automated and interactive anomaly selection options and applies sophisticated analytical algorithms to model target parameters including position, location, depth, size, orientation, and to a limited extent, shape information. Incorporation of new navigation approaches, new sensor data streams, and new deployment strategies, requires continual development and updating of the DAS.

3.2.2 Scope:

The contractor shall support NRL according to the technical requirements set forth below.

3.2.3 Technical Requirements:

The contractor shall provide specific R&D support, including but not limited to the areas associated with this task as enumerated below. The DAS is a version-controlled software GIS that handles all aspects of MTADS data acquisition, processing, target selection, and modeling. It must seamlessly incorporate data from all vehicular, man-portable, airborne, and marine adjuncts using GPS, acoustic, or other navigation and location information. The contractor shall develop updates for the DAS that accommodate developing and future sensor data streams, deployment strategies and joint and cooperative sensor analysis approaches. New target modeling approaches shall be developed that incorporate information from sensors developed in Task 1, or from other commercial or R&D sources. The MTADS DAS output capabilities must accommodate graphical (and GIS) products to support UXO remediation activities and survey reporting requirements. All DAS developments are subject to testing in UXO field demonstration surveys. In addition, the contractor shall provide R&D support to integrate DAS and DAQ systems as modules or plug-ins to other DoD or commercially available GIS products as required by the COR.

3.2.4 Work Site:

A major portion of this task will be performed at the contractor's facilities. Some parts of the task may be performed at NRL, or at other Navy or DoD facilities as specified by the COR. Some demonstrations and evaluations may take place at current or former DoD ranges or other civilian sites containing UXO or other hazardous materials. Certain equipment, materials, and components will be supplied as GFE. Special requirements may apply, as described above.

3.2.5 Deliverables:

The contractor shall provide a monthly status of funds report, periodic written progress reports (quarterly, or as required by the COR), oral briefings and progress reports (quarterly, or as requested by the contractor or COR) and a final report at the completion of the Task as required by DD Form 1423.

Task 3.3 Support of MTADS Field Studies and Demonstrations

3.3.1 Background:

The MTADS systems typically are involved in 3-5 field demonstration activities each year in association with the ongoing Environmental Security Technology Certification Program (ESTCP) and Strategic Environmental Research and

Development Program (SERDP). In addition, other DoD activities often support MTADS demonstrations. These activities require data processing and analysis support in the field in support of target selection, reacquisition, and remediation. Often, unique activities form an integral part of the demonstrations requiring adaptations of the software and analysis approaches in the field in response to particular challenges. This task will support evaluation and demonstration of new hardware and software products developed in Tasks 1 and 2 and others acquired or purchased from additional sources.

3.3.2 Scope:

The contractor shall support NRL according to the technical requirements set forth below.

3.3.3 Technical Requirements:

The contractor shall provide specified R&D support, including but not limited to, the areas associated with this task as enumerated below. Planning activities and drafting of test plans and demonstration plans shall be supported under this task. The contractor shall provide support during field operations associated with data acquisition, preprocessing and target analysis. Graphical and spreadsheet products shall be developed, as required, to support remediation activities and to provide documentation of the survey products. The contractor shall provide staff, as required, to respond to DAS modification requirements during field operations and to accommodate unique analysis demands. Provision for logistic support at field demonstrations may be required when they are not otherwise available. Additionally, the contractor as required shall contribute to the extensive reporting requirements associated with ESTCP and SERDP projects and field demonstration activities.

3.3.4 Work Site:

A major portion of this task will be performed at the contractor's facilities. Some parts of the task may be performed at NRL, or at other Navy or DoD facilities as specified by the COR. Some demonstrations and evaluations may take place at current or former DoD ranges or other civilian sites containing UXO or other hazardous materials. Certain equipment, materials, and components will be supplied as GFE. Special requirements may apply, as described above.

3.3.5 Deliverables:

The contractor shall provide a monthly status of funds report, periodic written progress reports (quarterly, or as required by the COR), oral briefings and progress reports (quarterly, or as requested by the contractor or COR) and a final report at the completion of the Task as required by DD Form 1423.

3.3.6 Security Requirements:

As this effort may require contractor personnel to have access to military institutions and specifically to classified ranges and operations, as well as classified information pertaining to specific ordnance, the security classification for this task shall be at the SECRET level.

REPORTS, DATA, AND OTHER DELIVERABLES

In supporting NRL, there are requirements for reports, specifications, data, computer software and documentation, manuals, drawing packages, etc. These deliverables are specified in the Contract Data Requirements List (CDRL) DD Form 1423. The general requirements apply collectively for all tasks. The monthly fiscal status reports must be independently reported by project/funding source (as specified by the COR).

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 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 (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. To be specified on award	B. EXHIBIT A	C. CATEGORY: TDP _____ TM- _____ OTHER _____ F
--	------------------------	--

D. SYSTEM / ITEM	E. CONTRACT / PR NO. N00173-	F. CONTRACTOR
-------------------------	--	----------------------

1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Contractor On-Site Labor Report	3. SUBTITLE
---------------------------------	---	--------------------

4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE	6. REQUIRING OFFICE NRL CODE 6111
--	------------------------------	---

7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED N/A	9. FREQUENCY MNTLY	10. DATE OF FIRST SUBMISSION 30 DAC	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES

18. REMARKS The Contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data: (1) Reporting Period: Contract Number (and TaskNumber, if applicable): Contract Value (and Task Value, if applicable): Current Funding: Amount Expended in Current Period: Total Expended to Date: Date Submitted: (2) Labor (including subcontractors) - Show employee name, number of hours,	15. TOTAL →
--	--------------------

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
-------------------------	------------------------------	--------------------

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
---	------------------------------	----------------------------

7. DD 250 REQ	8. DIST STATEMENT REQUIRED	9. FREQUENCY	10. DATE OF FIRST SUBMISSION	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES

18. REMARKS	15. TOTAL →
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G. PREPARED BY NRL CODE 3220	H. DATE	I. APPROVED BY	J. DATE
--	----------------	-----------------------	----------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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			
				a. FACILITY CLEARANCE REQUIRED SECRET		b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)				3. THIS SPECIFICATION IS: (X and complete as applicable)			
a. PRIME CONTRACT NUMBER		X		a. ORIGINAL (Complete date in all cases)		DATE (YYYYMMDD)	
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs)		REVISION NO.	
c. SOLICITATION OR OTHER NUMBER		DUE DATE (YYYYMMDD)		c. FINAL (Completes Item 5 in all cases)		DATE (YYYYMMDD)	
61-0702-01							
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 under _____ (Preceding Contract Number) is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 2547 <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.							
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)							
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD						N/A	
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
N/A						N/A	
8. ACTUAL PERFORMANCE							
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
N/A						N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT DETECTION TECHNOLOGIES TO SUPPORT GEOPHYSICAL EVALUATIONS							
10. CONTRACTOR WILL REQUIRE ACCESS TO:				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:			
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO	X
b. RESTRICTED DATA	X			b. RECEIVE CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X		
d. FORMERLY RESTRICTED DATA		X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION		X		e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI		X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	X		
f. SPECIAL ACCESS INFORMATION		X		h. REQUIRE A COMSEC ACCOUNT			X
g. NATO INFORMATION		X		i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION		X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION		X		k. BE AUTHORIZED TO USE THE DEFENSE COUNIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION		X		l. OTHER (Specify)			
k. OTHER (Specify)							

12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (*Specify*)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 6111.

2001 MAY -7 A 9:51

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

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

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

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL TINA SMALLWOOD	b. TITLE CONTRACTING OFFICER, SECURITY	c. TELEPHONE (<i>Include Area Code</i>) (202)767-2240/2521
--	---	---

d. ADDRESS (*Include Zip Code*)
 NAVAL RESEARCH LABORATORY
 4555 OVERLOOK AVE., SW
 WASHINGTON, DC 20375-5320

e. SIGNATURE


17. **REQUIRED DISTRIBUTION**

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY

PERSONNEL QUALIFICATIONS

Task 1

*** Program Manager**

The program manager (PM) for this task must be a senior R&D manager with a minimum of 5 years experience in an applied R&D environment administering DoD-sponsored programs. Because of the highly technical and specific nature of the work the PM should have (1) documented expertise in environmental issues associated with UXO and military ranges, (2) an expertise in techniques and approaches to addressing geophysical surveys and mapping (3) an expertise in techniques used in physical modeling of objects in magnetic and electromagnetic environments and (4) knowledge of the approaches used in developing computationally-based graphical user interfaces (GUI's) for geophysical data analysis and mapping. As manager of a group of highly-trained specialists with diverse talents working on programs with both strong laboratory R&D and field operational components, the PM should have documented strengths in coordinating complex programs and managing/supervising a staff composed of computer experts, physical scientists and mechanical/electrical engineers.

*** Senior Scientist/Engineer**

The senior scientist/engineer must have an advanced degree and at least 5 years of experience in an applications area appropriate to the development of detection techniques, sensor development, and hardware prototyping for instrumentation for remote detection of metallic materials in geophysical settings. The senior scientist/engineer is expected to be a recognized expert and an active researcher in their field, as documented by stature in professional societies and/or regular publications/presentations in professional society settings. The senior scientist/engineer should have demonstrated successful accomplishments, such as inventions, patents, or having successfully managed prior programs. The senior scientist/engineer will supervise junior staff; so having demonstrated supervisory experience is considered a strength.

Scientists/Engineers

The scientists/engineers on this task must have training and/or 1 year experience in a physical science or engineering position with emphasis on modeling and data analysis techniques.

Task 2

*** Program Manager**

The program manager (PM) for this task must be a senior R&D manager with a minimum of 5 years experience in an applied R&D environment administering DoD-sponsored programs. Because of the highly technical and specific nature of the work the PM should have (1) documented expertise in environmental issues associated with UXO and military ranges, (2) an expertise in techniques and approaches to addressing geophysical surveys and mapping (3) an expertise in techniques used in physical modeling of objects in magnetic and electromagnetic environments and (4) knowledge of the approaches used in developing computationally-based graphical user interfaces (GUI's) for geophysical data analysis and mapping. As manager of a group of highly-trained specialists with diverse talents working on programs with both strong laboratory R&D and field operational components, the PM should have documented strengths in coordinating complex programs and managing/supervising a staff composed of computer experts, physical scientists and mechanical/electrical engineers.

*** Senior Scientist/Engineer**

The senior scientist/engineer must have at least 5 years of experience in a senior position involving development and demonstration of complex analysis and computational modeling techniques for geophysical data employing diverse or hybrid sensor inputs. Because the modeling of magnetic and electromagnetic properties of metallic objects using physics-based algorithms are central to the project, the PI may have a strong theoretical physics or electrical engineering background. The senior scientist is expected to be a recognized expert in their field as documented by professional society activities and/or regular publications/presentations in professional society journals and settings. The senior scientist/engineer should have a demonstrated record of accomplishments, such as inventions, patents, or having successfully managed prior programs. The senior scientist will supervise junior staff; so having demonstrated supervisory experience is considered a strength.

Scientists/Engineers

Scientists/engineers on this task must have training and/or one year experience in a physical science or engineering with emphasis on modeling and data-analysis techniques.

Programmer

The programmer on this task must have 1 year experience in the design and execution of graphical data analysis systems. Experience with interactive data language (IDL) or other development environments is a plus.

Task 3

*** Program Manager**

The program manager (PM) for this task must be a senior R&D manager with a minimum of 5 years experience in an applied R&D environment administering DoD-sponsored programs. Because of the highly technical and specific nature of the work the PM should have (1) documented expertise in environmental issues associated with UXO and military ranges, (2) an expertise in techniques and approaches to addressing geophysical surveys and mapping (3) an expertise in techniques used in physical modeling of objects in magnetic and electromagnetic environments and (4) knowledge of the approaches used in developing computationally-based graphical user interfaces (GUI's) for geophysical data analysis and mapping. As manager of a group of highly-trained specialists with diverse talents working on programs with both strong laboratory R&D and field operational components, the PM should have documented strengths in coordinating complex programs and managing/supervising a staff composed of computer experts, physical scientists and mechanical/electrical engineers.

Senior Scientist/Engineer

The principal investigator of this task will be in charge of the field activities and demonstrations which take place at remote sites likely on military ranges. He must be prepared to safely field relatively large groups of people on the ground at sites contaminated with unexploded military ordnance and toxic and hazardous materials. Field operations will involve simultaneous coordination of data analysts, computer technicians, electronics technicians, EOD-certified supervisors and technicians, pilots, heavy equipment operators, and HAZWOPR certified technicians in complex multitask extended operations. The PI must have demonstrated successful experience in planning, coordinating, managing, and supervising operations involving such diverse staff, operating in remote sites with live UXO hazards. Responsibilities include preparation of demonstration test plans, arranging for on-site logistics support, oversight of the data analysis, preparation of geographic information system interfaces and graphics and drafting of detailed demonstration reports for DoD sponsors.

Scientists/Engineers

Scientists/engineers on this task must have training and/or one year experience in a physical science or engineering with emphasis on modeling and data-analysis techniques.

Field Support Technician

High school graduate with at least six months field experience on hazardous sites. Must be OSHA certified for hazardous waste operations (40-hr. HAZWOPR).

* The individuals proposed for these positions will be designated as key personnel for any contract resulting from this solicitation.