

IMPORTANT NOTICE

Due to potential delays in receiving mail, this solicitation contains the provision at FAR 52.215-5 which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

2. CONTRACT NO. 3. SOLICITATION NO. N00173-01-R-MM04 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (IRFP) 5. DATE ISSUED 21 Nov 01 6. REQUISITION/PURCHASE NO.

7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.MM 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 12-27-01 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1D. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS)

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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: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

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

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

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

B-1 SUPPLIES/SERVICES AND COSTS

| ITEM NUMBER | SUPPLIES/SERVICES | ESTIMATED COST | FIXED FEE | ESTIMATED COST PLUS FIXED FEE |
|---------------------------------------|---|----------------|-----------|-------------------------------|
| 0001 | The Contractor shall provide the required engineering, computer, and scientific support in accordance with Section C. | \$ | \$ | \$ |
| 0002 | Data in accordance with Exhibit A (DD 1423) | * NSP | * NSP | * NSP |
| TOTAL EST. COST PLUS FIXED FEE | | \$ | \$ | \$ |

* *Not Separately Priced*

B-2 NOTICE TO OFFERORS

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

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C-1 STATEMENT OF WORK

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, Contract Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 19 October 2001 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

52.246-5 - Inspection Of Services - Cost Reimbursement (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 date of contract award through twelve (12) months thereafter, with three (3) options that will extend the period of performance for an additional twelve (12) months each, if exercised.

(b) The principal place of performance of this contract shall be the Naval Research Laboratory, 4555 Overlook Avenue., S.W., Washington, D.C., 20375.

**SECTION G
CONTRACT ADMINISTRATION DATA****G-1 PROCURING OFFICE REPRESENTATIVE**

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

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

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

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

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and

signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

(* To be completed at time of award)

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

(a) For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract

(c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.

(d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.

(e) TDMs shall include, but not be limited to, the following information:

- (1) Date of TDM,
- (2) Contract Number,
- (3) Reference to the relevant portion or item in the Statement of Work,
- (4) The specific technical direction or clarification, and
- (5) The signature of the COR.

(f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.

(g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 CONTRACTOR-ACQUIRED PROPERTY

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

| Items to be Acquired | Estimated Cost |
|----------------------|----------------|
|----------------------|----------------|

*

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

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

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

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

G-5 SUBCONTRACTORS/CONSULTANTS

(a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

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

| Subcontractor/Consultant Name | Estimated Cost |
|-------------------------------|----------------|
|-------------------------------|----------------|

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

G-6 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992))

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be completed at time of award)

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

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

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

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

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

- is required with each invoice submittal.
- is required only with the final invoice.
- is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
- is not required.

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

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

G-7 INCREMENTAL FUNDING

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

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

G-8 INFORMATION 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 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.

The following are identified as key personnel:

Labor Category

Electrical Engineer
 Mechanical/Design Engineer
 Computer Analyst
 Computer Programmer/Specialist
 Senior Technician
 Junior Technician
 Consultants
 Labor Assistant

Name of Person

(*To be completed at time of award)

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be **26,000** total hours per year 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 **2,167** 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 per year is as follows:

| <u>Labor Category</u> | <u>Hours</u> |
|--------------------------------|--------------|
| Research Physicist | 6000 |
| Electrical Engineer | 2000 |
| Mechanical/Design Engineer | 2000 |
| Computer Analyst | 4000 |
| Computer Programmer/Specialist | 2000 |
| Senior Technician | 4000 |
| Junior Technician | 2000 |
| Consultants | 2000 |
| Laboratory Assistant | 2000 |

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 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

H-6 OPTION TO EXTEND TERM

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer's notice of renewal to the Contractor within the existing term of the contract. The Government may elect to exercise its option by issuing a new contract for the optional period. Except as provided in the schedule, the new contract will have the same terms and conditions as this contract including any unexercised options.

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

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

H-8 GOVERNMENT-FURNISHED PROPERTY

The following Government property will be furnished to the contractor on a rent-free basis for use in

performing the contract:

(To be completed at time of award)

H-9 REPRESENTATIONS AND CERTIFICATIONS

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

H-10 SUBCONTRACTING PLAN

The contractor's Comprehensive Small Business Subcontracting Plan is incorporated into this contract in accordance with DFARS SUBPART 219.7 *Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans*.

H-11 OPTIONS TO EXTEND THE TERM OF THE CONTRACT

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

First Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Second Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Third Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

Fourth Option

Estimated Cost: \$ _____

Fixed Fee: \$ _____

Estimated Cost Plus Fixed Fee: \$ _____

**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 (MAY 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) |
| 52.215-5 | - Facsimile Proposals (OCT 1997) Paragraph (c) is completed as follows: (202) 767-6197 (primary) or (202) 767-0494 (alternate). In addition facsimile proposals may be transmitted by e-mail to thompson@contracts.nrl.navy.mil (primary) or washington@contracts.nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format. |
| 52.215-10 | - Price Reduction For Defective Cost Or Pricing Data (OCT 1997) |
| 52.215-11 | - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997) |
| 52.215-12 | - Subcontractor Cost Or Pricing Data (OCT 1997) |
| 52.215-13 | - Subcontractor Cost Or Pricing Data Modifications (OCT 1997) |
| 52.215-14 | - Integrity Of Unit Prices (OCT 1997) |
| 52.215-15 | - Pension Adjustments And Asset Reversions (DEC 1998) |
| 52.215-17 | - Waiver Of Facilities Capital Cost Of Money (OCT 1997) (will be included if the successful offeror does not propose facilities capital cost of money) |
| 52.215-18 | - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than |

- Pensions (OCT 1997)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)

- 52.215-21 - Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
(a) Submission of cost or pricing data is not required.
(b) Provide information described below: (See L- 10, INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS)
- 52.216-7 - Allowable Cost And Payment (MAR 2000) *(If the contract is with an educational institution, modify the clause by deleting from paragraph (a) "Subpart 31.2" and 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.
- 52.219-8 - Utilization Of Small Business Concerns (OCT 2000)
- 52.219-9 - Small Business Subcontracting Plan (OCT 2001) - Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (SEP 2000)
- 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 (MAY 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)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
(will be included if the successful offeror is not a small business or a non-profit organization)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 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 (MAY 2001)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate I (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAY 2001)
- 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)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES**DFARS CLAUSE TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (NOV 2001)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 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)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 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)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (JUN 2000)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
- 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)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)

- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definitions.

“Ozone-depleting substance”, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

WARNING

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

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

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

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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

- J-1** Attachment (1) - Statement Of Work - 3 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 2 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser Dated 20010326.
- J-3** Attachment (3) – Personnel Qualifications, 2 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data- 1 Page. *

(To be included at time of award)*

**PART IV - REPRESENTATIONS AND INSTRUCTIONS
SECTION - K
REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

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

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is: 541710

The small business size standard is: 500

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

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

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

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

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

FAR CLAUSE TITLE

| | | |
|-----------|---|--|
| 52.204-6 | - | Data Universal Numbering System (DUNS) Number (JUNE 1999) |
| 52.211-2 | - | Availability Of Specifications Listed In The DOD Index Of Specifications And Standards (DoDISS) And Descriptions Listed In The Acquisition Management Systems And Data Requirements Control List, DoD 5010.12-L (DEC 1999) |
| 52.214-34 | - | Submission Of Offers In The English Language (APR 1991) |
| 52.214-35 | - | Submission Of Offers In U.S. Currency (APR 1991) |
| 52.215-1 | - | Instructions To Offerors- Competitive Acquisition (MAY 2001) |
| 52.215-16 | - | Facilities Capital Cost Of Money (OCT 1997) |

- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (JAN 1999)
52.252-5 - Authorized Deviations In Provisions (APR 1984)

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

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

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

- (a) Submission of cost or pricing data is not required.
(b) Provide information described below in L-12 below.

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

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

L-5 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

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

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

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

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

- (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:
 Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

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

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

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

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

- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- ***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

L-7 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

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

L-8 GOVERNMENT-FURNISHED PROPERTY

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

L-9 INQUIRIES CONCERNING THE RFP

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

L-10 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).
- (2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-01-R-MM04
Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3230.MM

- (3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

- (1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price.
- (2) The following information is required for evaluation of your technical/management :

TECHNICAL FACTOR (1): Personnel Qualifications

The offer shall provide convincing proof that the offeror has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the statement of work. These are highly specialized fields and personnel without actual experience in these areas are not acceptable. The proposal should indicate the specific personnel to be assigned to this project, their backgrounds and pertinent experience and the length of time each will be working on this project under each of the categories outlined in the RFP. This will include education level, experience, both general and project related, and the availability of these key project professional personnel, including any proposed

subcontractors and/or consultants, to this project. Offers must demonstrate qualifications in the areas described in the Statement of Work.

TECHNICAL FACTOR (2): Research Support

The proposal should provide the means for developing designs, identifying suppliers or manufacturers, and obtaining cost estimates for experimental hardware. The proposal should also provide means for oversight of quality, cost and timeliness for both smaller tasks requiring a rapid response, and tasks involving complex design, fabrication, and installation of major laboratory equipment. In addition, the proposal should provide demonstrated company experience in maintaining accurate costs on similar tasks.

TECHNICAL FACTOR (3): Company Experience

The proposal must provide a narrative description of the company experience on providing research and associated support similar to the requirements in the Statement of Work. This description should clearly show: (1) the relationship between the company's experience and the requirements under the Statement of Work and (2) prior similar or current programs. The company must have demonstrated the capacity to routinely and rapidly respond to the design engineering, fabrication and installation requirements of a research laboratory. Typical requirements will include design fabrication, procurement of sub-components, and assembly of small and medium sized pieces of laboratory hardware. Examples from within the previous five (5) years must be provided. Prior experience should be identified by citing contracting agency, period of performance of the contract, a summary of the nature of the work and references must be provided for the prime contractor and proposed subcontractors.

TECHNICAL FACTOR (4): Past Performance

(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 five (5) contracts or subcontracts completed by the offeror or predecessor companies during the past three (3) years for services similar in nature to this requirement. Include in the five (5) any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

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

(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-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(1) COST PROPOSAL

Offerors are requested to provide one copy of their cost proposal on a PC formatted disk that is readable by EXCEL.

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.

L-13 TRAVEL AND MATERIALS ESTIMATES (FOR PROPOSAL PREPARATION PURPOSES ONLY)

(a) TRAVEL WILL BE ESTIMATED AT \$25,000 PER YEAR FOR PROPOSALS PURPOSES
(Applicable indirect costs should be added to these estimates).

(b) MATERIAL COST WILL BE ESTIMATE AT \$15,000 PER YEAR FOR PROPOSAL PURPOSES
(Applicable indirect costs should be added to these estimates).

It is anticipated that the following kinds of hardware may be required: replacement monitors, mass storage devices or media, electronic components (e.g., parts, sockets, etc.), software compilers, graphic display packages, data archiving and retrieval packages, and fabrication of mechanical assemblies to support laboratory configurations. Items will be purchased upon the COR's approval.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

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

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The technical subfactors are listed in descending order of importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with (1) the appropriate qualifications set forth in Attachment No. (2), Personnel Qualifications; (2) actual relevant work experience in the technical and scientific areas set forth in the Statement of Work; (3) the ability to obtain a TOP SECRET clearance prior to commencing work.

(2) RESEARCH APPROACH

The proposal will be evaluated on soundness of the Offeror's technical approach, including the Offeror's understanding of the technical requirement. The proposal will be evaluated on the offeror's technical approach and demonstrated ability to meet the task/requirements of the Statement of Work, as defined under Section 3.0 – Research Tasks. Specifically, Sections (3.1) Materials Processing, (3.2) Space Plasma Physics, (3.3) Data Acquisition and Analysis, and (3.4) Other Research and Development Programs.

(3) COMPANY EXPERIENCE

The proposal will be evaluated on the offeror's demonstrated company experience in providing the research and associated support set forth in the Statement of Work.

(4) 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.

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

for

Research, Engineering, and Technical Support for Basic and Applied Physics Programs

1.0 INTRODUCTION

The Charged Particle Physics Branch of the Naval Research Laboratory requires technical support for a variety of research and development programs. The Branch conducts basic and applied physics research and development on a broad range of topics dealing with different aspects of plasma physics. These topics include production of moderate energy electron beams, electron beam interactions with neutral gas, use of plasmas for materials processing, non-equilibrium gas chemistry, plasma discharges, space plasmas, diagnosis of plasmas, and both analytic and numerical simulations of these phenomena. Additional applied programs deal with effects of plasmas on materials, plasma effects on aerodynamic drag, generation of light from electrodeless discharges, and development of advanced electric launchers for high velocity projectile launch. Diagnostics utilized include a variety of plasma probes, laser and microwave diagnostics, optical emission detectors, and particle collectors. Facilities available for research include a large volume space chamber, several smaller high vacuum test chambers, laser and microwave sources, and an array of time-resolved and time-integrated, state of the art diagnostics.

Contractor support is needed in nearly all of the research areas. Tasks will include planning and performing research, providing engineering and technical support for the research in progress, assisting in data acquisition and analysis, and the design, acquisition, and assembly of hardware associated with the research. Contract personnel will be expected to work closely with government personnel in order to coordinate and support research efforts. Contract personnel will be expected to report their results regularly to the COR, his/her representative, and to the technical community. A high degree of flexibility will be required to efficiently meet the sometimes changing requirements of experimental research and sponsor mandated milestones. Program emphasis may change during the course of the contract and the contractor must be capable of adjusting to the changes within limits of the scope of the contract.

2.0 SCOPE

The contractor shall provide on-site support for research programs at a level of effort determined by the COR and available funding. This will include PhD-level physicists, engineering personnel for design, construction, and operation of systems; computer personnel for hardware maintenance, data acquisition, analysis, and experiment simulation; and technical personnel to assemble, operate, and maintain experimental hardware. In addition the contractor shall provide short term employees or consultants in the categories above to meet the varying demands of the research programs. A small amount of purchasing capability for hardware or supplies needed for the contractor to maintain existing experimental equipment or construct new experimental

hardware will be necessary. All work will be performed using government furnished equipment, on-site at the Naval Research Laboratory or for short times at other facilities as designated by the COR. Periodic travel may be required to report on results or to consult with other research organizations performing similar research.

3.0 RESEARCH TASKS

The contractor shall provide support in the following areas. The level-of-effort in each general task area will be determined by the COR and incremental funding level. The general task areas detailed below are representative of the work done in each area. Work is not to be limited to these specific areas but will be determined within the scope of the contract and the level of effort for the contract as a whole. Laboratory procedures and safety rules, as determined by government standards, must be followed by all contractor personnel.

3.1 Materials Processing: This task area focuses on development of new techniques to process materials or gases using plasmas and plasma generation bi-products. Low and moderate energy beams of electrons are used to deposit energy into a neutral gas distribution of arbitrary composition. This results in ionization and plasma formation as well as generation of non-equilibrium atomic and molecular atomic and molecular species. This energetic gas distribution is then used to remove material from surfaces, such as for integrated circuit manufacture; deposit materials on surfaces, such as for thin film coating of lenses; or to facilitate large volume non-equilibrium chemistry, such as for waste gas remediation. The contractor shall provide PhD or equivalent scientific personnel to perform research and development tasks in this area as well as engineering and technical support for design, construction, assembly, operation, and maintenance of experimental hardware. Full time, part time, or temporary support such as consultants or student summer help in these areas will be provided depending on research work load and funding limitations as determined by the COR.

3.2 Space Plasma Physics: This task will provide PhD or equivalent level research staff, mechanical or electrical engineering personnel, and technical support personnel for programs in space plasma physics and related areas. Tasks on the generation and measurement of waves under space-like conditions, the effects of dusty plasmas, electromagnetic wave propagation in ionized media, and development of space flight qualified diagnostics may be assigned by the COR as program goals and funding dictates. Personnel will perform research and development tasks in these and related areas as well as engineering and technical support for design, construction, assembly, operation, and maintenance of experimental hardware.

3.3 Data Acquisition and Analysis: This task provides digital processing support for all research areas within the Branch and for associated research and development programs. Qualified personnel to specify, assemble, and maintain electronic systems for data acquisition, display, and analysis will be provided. Computer system assembly, system upgrade and maintenance, code development for hardware control, experimental simulation, and data analysis will be performed by contract personnel. Computer equipment will be supplied by the government.

3.4 Other R&D Programs: This task will provide PhD or equivalent researcher, engineering, and/or technical support for other research performed by the Branch. This task covers new areas of research and development, usually in the form of spin-offs of existing programs, that the Branch may get into during the lifetime of the support contract. Examples of such program previously investigated or presently active include electrodeless discharge lamp development, electric launch of high velocity projectiles, mitigation of high voltage charging effects on military aircraft, and advanced microwave source development. The programs are usually applied in nature and require short term staffing by personnel with appropriate expertise. Personnel required for these programs, within the scope of the contract, will be determined by the COR.

4.0 OTHER CONTRACTOR REQUIREMENTS:

4.1. Personnel: All contractor personnel must be qualified in their particular labor category and the government reserves the right to review qualifications over the life of the contract. The technical personnel will be located at the Naval Research Laboratory. They will be expected to travel to off-site locations for short periods to meet sponsor mandated requirements or to report on their results.

4.2. Support: The facilities necessary for performance of the tasks assigned by the COR to the contractors under the scope of the contract will be provided by NRL. Necessary secretarial, accounting, and administrative support for on-site contractors shall be provided by the contractor, off site, and at the contractor's expense.

4.3 Deliverables: The contractor shall provide all designs, blueprints, computer codes developed by the contractor under this contract to NRL along with appropriate documentation. Results of research shall be documented in written reports and supplied within a reasonable time of the completion of any given task to the government. Interim oral reports will be supplied when requested by the COR. Dissemination of results shall be the responsibility of the government. All material or supplies purchased by the contractor under this contract as well as results of research will become the property of the government. (Reference: DD Form 1423)

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

| A. CONTRACT LINE ITEM NO. | | B. EXHIBIT | | C. CATEGORY: | | | | | |
|--|---|----------------|-----------------------------------|------------------------------|----------------|---------------------------|-----------|---------|---|
| | | A | | TDP | | TM | | OTHER | |
| D. SYSTEM / ITEM | | | E. CONTRACT / PR NO. | | F. CONTRACTOR | | | | |
| | | | N00173-01-R-MM04 | | | | | | |
| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | | | 3. SUBTITLE | | | | | |
| A001 | MONTHLY COST REPORTS | | | N/A | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) | | | 5. CONTRACT REFERENCE | | | 6. REQUIRING OFFICE | | | |
| N/A | | | SOW 4.3 | | | Naval Research Laboratory | | | |
| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | | 12. DATE OF FIRST SUBMISSION | | 14. DISTRIBUTION | | | |
| N/A | | Monthly | | on 5th workday of month | | | | | |
| 8. APP CODE | | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION | | a. ADDRESSEE | | b. COPIES | | |
| | | 45 DAC | on 30 days thereafter | | | | Draft | Final | |
| 16. REMARKS | | | | | | Code 6702 | | | 1 |
| The contractor shall provide a monthly cost report to include a report of all labor expenditures (person, hours worked, cost); materials (description, cost and use on contract); and travel (traveler's name, dates of trip, reason for trip and cost). | | | | | | Code 6750 | | 1 | |
| | | | | | | 15. TOTAL | | 1 | 1 |
| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | | | 3. SUBTITLE | | | | | |
| A002 | Progress Reports | | | N/A | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) | | | 5. CONTRACT REFERENCE | | | 6. REQUIRING OFFICE | | | |
| N/A | | | SOW 4.3 | | | Naval Research Laboratory | | | |
| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | | 12. DATE OF FIRST SUBMISSION | | 14. DISTRIBUTION | | | |
| N/A | | Semi-Annually | | 180DAC | | | | | |
| 8. APP CODE | | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION | | a. ADDRESSEE | | b. COPIES | | |
| | | 180 DAC | Ea 180 days thereafter | | | | Draft | Final | |
| 16. REMARKS | | | | | | Code 6702 | | | 1 |
| These reports, submitted semi-annually for the purpose of reporting progress, may be in the form of a letter report or a technical report. | | | | | | Code 6750 | | 1 | |
| | | | | | | 15. TOTAL | | 1 | 1 |
| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | | | 3. SUBTITLE | | | | | |
| A003 | Design Drawings, Documentation, Plans & Manuals | | | N/A | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) | | | 5. CONTRACT REFERENCE | | | 6. REQUIRING OFFICE | | | |
| N/A | | | SOW 4.3 | | | Naval Research Laboratory | | | |
| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | | 12. DATE OF FIRST SUBMISSION | | 14. DISTRIBUTION | | | |
| N/A | | ASREQ | | | | | | | |
| 8. APP CODE | | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION | | a. ADDRESSEE | | b. COPIES | | |
| | | | | | | | Draft | Final | |
| 16. REMARKS | | | | | | Code 6750 | | | 1 |
| The contractor shall submit any design drawings, documentation, plans, schematics and manuals developed in connection with modified hardware 30 days after completion of task. | | | | | | | | | |
| | | | | | | 15. TOTAL | | 1 | |
| 1. DATA ITEM NO. | 2. TITLE OF DATA ITEM | | | 3. SUBTITLE | | | | | |
| A004 | Final Report | | | N/A | | | | | |
| 4. AUTHORITY (Data Acquisition Document No.) | | | 5. CONTRACT REFERENCE | | | 6. REQUIRING OFFICE | | | |
| N/A | | | SOW 4.3 | | | Naval Research Laboratory | | | |
| 7. DD 250 REQ | 9. DIST STATEMENT REQUIRED | 10. FREQUENCY | | 12. DATE OF FIRST SUBMISSION | | 14. DISTRIBUTION | | | |
| N/A | | One time | | 90 DAC | | | | | |
| 8. APP CODE | | 11. AS OF DATE | 13. DATE OF SUBSEQUENT SUBMISSION | | a. ADDRESSEE | | b. COPIES | | |
| | | | N/A | | | | Draft | Final | |
| 16. REMARKS | | | | | | Code 6750 | | | 1 |
| A final report shall be submitted to the COR within ninety days of completion of this contract. | | | | | | Code 6702 | | | 1 |
| | | | | | | 15. TOTAL | | 1 | 1 |
| G. PREPARED BY | | | H. DATE | | I. APPROVED BY | | | J. DATE | |
| NRL COE 6702 | | | | | | | | | |

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| DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i> | | | | 1. CLEARANCE AND SAFEGUARDING SER: 014-01 a. FACILITY CLEARANCE REQUIRED <p style="text-align: center; font-weight: bold;">SECRET</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center; font-weight: bold;">SECRET</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
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| 2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i> | | | 3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. PRIME CONTRACT NUMBER b. SUBCONTRACT NUMBER c. SOLICITATION OR OTHER NUMBER <p style="text-align: center;">67-0724-01</p> | <input checked="" type="checkbox"/> | a. ORIGINAL <i>(Complete date in all cases)</i> b. REVISED <i>(Supersedes all previous specs)</i> c. FINAL <i>(Complete item 5 in all cases)</i> | <input checked="" type="checkbox"/> | DATE (YYYYMMDD) DATE (YYYYMMDD) DATE (YYYYMMDD) | 20010326 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request _____, retention of the classified material is authorized for the period of _____. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. NAME, ADDRESS, AND ZIP CODE <p style="text-align: center; font-weight: bold;">FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD</p> | | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <p style="text-align: center;">N/A</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7. SUBCONTRACTOR | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. NAME, ADDRESS, AND ZIP CODE <p style="text-align: center;">N/A</p> | | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <p style="text-align: center;">N/A</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8. ACTUAL PERFORMANCE | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| a. LOCATION <p style="text-align: center;">N/A</p> | | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> <p style="text-align: center;">N/A</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT <p style="text-align: center; font-weight: bold;">RESEARCH, ENGINEERING, AND TECHNICAL SUPPORT FOR BASIC AND APPLIED PHYSICS PROGRAMS</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 40%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> </thead> <tbody> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>b. RESTRICTED DATA</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>b. RECEIVE CLASSIFIED DOCUMENTS ONLY</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>c. 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HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td> (2) Non-SCI</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td></td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>g. NATO INFORMATION</td> <td></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>i. 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| c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | | <input checked="" type="checkbox"/> | c. RECEIVE AND GENERATE CLASSIFIED MATERIAL | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| d. FORMERLY RESTRICTED DATA | | <input checked="" type="checkbox"/> | d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| e. INTELLIGENCE INFORMATION | | <input checked="" type="checkbox"/> | e. PERFORM SERVICES ONLY | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (1) Sensitive Compartmented Information (SCI) | | <input checked="" type="checkbox"/> | f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| (2) Non-SCI | | <input checked="" type="checkbox"/> | g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| f. SPECIAL ACCESS INFORMATION | | <input checked="" type="checkbox"/> | h. REQUIRE A COMSEC ACCOUNT | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| g. NATO INFORMATION | | <input checked="" type="checkbox"/> | i. HAVE TEMPEST REQUIREMENTS | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| h. FOREIGN GOVERNMENT INFORMATION | | <input checked="" type="checkbox"/> | j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| i. LIMITED DISSEMINATION INFORMATION | | <input checked="" type="checkbox"/> | k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE | | <input checked="" type="checkbox"/> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| j. FOR OFFICIAL USE ONLY INFORMATION | | <input checked="" type="checkbox"/> | l. OTHER <i>(Specify)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| k. OTHER <i>(Specify)</i> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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

Direct Through (*Specify*)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 6750.

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

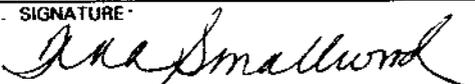
13. SECURITY GUIDANCE. The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged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

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

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

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

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

| | | | | | | | | | | | | | | |
|--|---|---|-------------------------------------|---------------|--------------------------|------------------|-------------------------------------|--|--------------------------|---|--------------------------|---------------------------------------|-------------------------------------|--|
| <p>a. TYPED NAME OF CERTIFYING OFFICIAL TINA SMALLWOOD</p> | <p>b. TITLE CONTRACTING OFFICER, SECURITY</p> | <p>c. TELEPHONE (<i>Include Area Code</i>) (202)767-2240/2521</p> | | | | | | | | | | | | |
| <p>d. ADDRESS (<i>Include Zip Code</i>) NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE SW WASHINGTON, DC 20375-5320</p> | <p>17. REQUIRED DISTRIBUTION</p> <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 20px; text-align: center;"><input checked="" type="checkbox"/></td> <td>a. CONTRACTOR</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>b. SUBCONTRACTOR</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION</td> </tr> <tr> <td style="text-align: center;"><input type="checkbox"/></td> <td>e. ADMINISTRATIVE CONTRACTING OFFICER</td> </tr> <tr> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>f. OTHERS AS NECESSARY 1221.11, 6750, 6702</td> </tr> </table> | | <input checked="" type="checkbox"/> | a. CONTRACTOR | <input type="checkbox"/> | b. SUBCONTRACTOR | <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR | <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION | <input type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER | <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11, 6750, 6702 |
| <input checked="" type="checkbox"/> | a. CONTRACTOR | | | | | | | | | | | | | |
| <input type="checkbox"/> | b. SUBCONTRACTOR | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR | | | | | | | | | | | | | |
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| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1221.11, 6750, 6702 | | | | | | | | | | | | | |
| <p>e. SIGNATURE </p> | | | | | | | | | | | | | | |

TECHNICAL QUALIFICATIONS

The following details the desired experience under each category of labor sought under the contract

1. Research Physicist

Education: PhD or equivalent in EE, Applied Physics, Physics or related field.

Experience: Three (3) years of research experience in plasma physics, space physics, pulsed power and applications, electric mass launcher physics, charged particle beams, plasma chemistry, surface physics, plasma processing, electromagnetic wave propagation in ionized media, or diagnostics used in these fields. Knowledge of basic physics associated with specific areas in the Statement of Work. Demonstrated ability to perform independent research in a laboratory environment.

2. Electrical Engineer

Education: BS or equivalent in EE, Applied Physics, Physics or related field.

Experience: Three (3) years experience in one or more of the following: circuit design, fabrication, and testing, high voltage pulsed power systems, electrical and computer controls, data acquisition systems.

3. Mechanical or Design Engineer

Education: BS or equivalent in ME or related field.

Experience: Three (3) years experience in the design, construction, and operation of experimental apparatus. Fundamental knowledge of mechanical design, machine fabrication techniques, materials properties, vacuum systems, and related hardware. Able to produce and interpret mechanical drawings suitable for fabrication. Experience with computer aided design software.

4. Computer Analyst

Education: BS or BA or equivalent in Computer Science, Math, Physics or related fields.

Experience: Two (2) years experience with the operation and maintenance of micro-computers, data acquisition hardware, and digital image processing systems. Demonstrated expertise in programming of micro-computers and data manipulation or analysis using existing spreadsheet or data base routines.

5. Computer Programmer/Specialist

Education: High School Diploma or Vocational School Certificate.

Experience: Two (2) years experience in programming, installing and training on software systems. Qualified to provide database entry and update capabilities.

6. Senior Technician

Education: HS diploma and additional technical training.

Experience: Two (2) years of experience in the use of hand and machine tools. Demonstrated mechanical aptitude. Experience with electrical and/or electro-mechanical systems, vacuum technology, and water, oil or vacuum pumping systems is desirable. Demonstrated ability to work within a research environment and basic knowledge of experimental techniques.

7. Junior Technician

Education: High School Diploma or Vocational School Certificate

Experience: Ability to construct simple apparatus. Basic knowledge of hand and machine tools.

8. Consultant

Education: Same as applicable category above.

Experience: Personnel with specialized knowledge or expertise needed for a short time to perform specific and non-continuous tasks. Experience would be evaluated on a case by case basis but should not fall below that outlined in categories 1-7.

9. Laboratory Assistant

Education: Enrolled in High School, Technical School, or College

Experience: Ability to follow instruction, perform simple mechanical tasks, or operate computers.