

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.

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 27 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-02-R-CR08	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 26 JUN 2002	6. REQUISITION/PURCHASE NO. 57-7100-02
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.CR WASHINGTON DC 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in See Section L-2 until 4PM local time 26 JUL 2002
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Alan Wayne Crupi	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (202) 767-3595
---------------------------	------------------------------------	--

11. TABLE OF CONTENTS

(✓) SEC.	DESCRIPTION	PAGE(S)	(✓) SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE			PART II - CONTRACT CLAUSES		
<input checked="" type="checkbox"/> A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/> I	CONTRACT CLAUSES	13-17
<input checked="" type="checkbox"/> B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.		
<input checked="" type="checkbox"/> C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/> J	LIST OF ATTACHMENTS	17
<input checked="" type="checkbox"/> D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS		
<input checked="" type="checkbox"/> E	INSPECTION AND ACCEPTANCE	3-4	<input checked="" type="checkbox"/> K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
<input checked="" type="checkbox"/> F	DELIVERIES OR PERFORMANCE	4			
<input checked="" type="checkbox"/> G	CONTRACT ADMINISTRATION DATA	5-8	<input checked="" type="checkbox"/> L	INSTRS., CONDS., AND NOTICES TO OFFERORS	18-25
<input checked="" type="checkbox"/> H	SPECIAL CONTRACT REQUIREMENTS	8-13	<input checked="" type="checkbox"/> M	EVALUATION FACTORS FOR AWARD	25-27

OFFER (Must be fully completed by offeror)

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

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

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

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

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <input type="checkbox"/> ITEM (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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

B-1 SUPPLIES/SERVICES AND COSTS

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

TOTAL EST. COST PLUS FIXED FEE (BASIC)	\$	\$	\$
TOTAL EST. COST PLUS FIXED FEE (Including all options, if exercised)	\$	\$	\$

* *Not Separately Priced*

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

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

C-1 STATEMENT OF WORK

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

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 19 October 2001 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

C-3 SUBCONTRACTING PLAN

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

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

**SECTION D
PACKAGING AND MARKING**

D-1 PACKAGING AND MARKING

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

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**FAR CLAUSE TITLE**

52.246-5 - Inspection Of Services - Cost Reimbursement (APR 1984)
52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

E-2 INSPECTION AND ACCEPTANCE

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

**SECTION F
DELIVERIES OR PERFORMANCE****F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:****FAR CLAUSE TITLE**

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

F-2 PERIOD AND PLACE OF PERFORMANCE

(a) The term of this contract is from date of contract award through 12 months with 4 options, which will extend the period of performance for an additional 12 months each, if exercised.

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

F-3 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer
Naval Research Laboratory
Contract Number
ATTN: *
CODE: *
LOCATION: *
Bldg. 49
4555 Overlook Avenue, SW
Washington DC 20375-5320

(* To be filled in at time of award.)

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

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

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

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

(To be completed at time of award)*

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

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

(To be completed at time of award)*

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

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

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;

- (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
- (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 SUBCONTRACTORS/CONSULTANTS

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) The following subcontractors/consultants have been identified in the Contractor's proposal as necessary for performance of this contract:

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

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

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

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

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

(To be completed at time of award)

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

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

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

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

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

is required with each invoice submittal.

is required only with the final invoice.

is not required.

(f) A Certificate of Performance

shall be provided with each invoice submittal.

is not required.

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

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

G-6 INCREMENTAL FUNDING

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

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

G-7 INFORMATIONAL SUBLINE ITEMS

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

G-8 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

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

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to accounting station 000173.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS****H-1 TYPE OF CONTRACT**

This is a *

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

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance

period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

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

Labor Category	First/M/Last Name
Electrical Engineer(s) / Computer Scientist(s)	*
Electronic Warfare Analyst	*

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 9,600 total hours of direct labor for the basic award, and approximately 19,200 total hours for each option, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 800 hours per month for the basic award and approximately 1600 hours per month for each option, if exercised. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations

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

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

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

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

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

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

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

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

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

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

as incorporated herein applies to this contract.

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

Labor Category	Basic	Option I	Option II	Option III	Option IV
Engineer(s)	2880	5760	5760	5760	5760
Electronic Technician	960	1920	1920	1920	1920
Electronic Warfare Analyst	960	1920	1920	1920	1920
Electrical Engineer(s) / Computer Scientists(s)	3840	7680	7680	7680	7680
Computer Scientist / Database Manager	960	1920	1920	1920	1920
Totals	9600	19200	19200	19200	19200

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 02)

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: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html> . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904, Fax: 301-206-9789.]

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 THE TERM OF THE CONTRACT

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

conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Second Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Third Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

Fourth Option

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

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

H-8 REPRESENTATIONS AND CERTIFICATIONS

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

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

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

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

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

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

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE	TITLE
52.202-1	- Definitions (DEC 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 (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	- Waiver Of Facilities Capital Cost Of Money (OCT 1997) (will be included if the successful offeror does not propose facilities capital cost of money)
52.215-18	- Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	- Notification Of Ownership Changes (OCT 1997)

- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (FEB 2002) *(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 (JAN 2002) - 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)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (APR 2002)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
- 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)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - 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)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (FEB 2002) Alternate I (FEB 2002)
- 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)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAY 2002)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (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)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7012 - Preference For Certain Domestic Commodities (APR 2002)
- 252.225-7021 - Trade Agreements (SEP 2001)
- 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) - Alternate I (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (SEP 1999)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)

- 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).

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) – Personnel Qualifications - 2 Pages.
- J-3** Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser: 026-02, dated 20020423 - 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/REPS&CERTS.HTM](http://HERON.NRL.NAVY.MIL/CONTRACTS/REPS&CERTS.HTM)

Use Representations and Certifications: "A"

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

The fill in information is as follows:

The NAICS code for this acquisition is 541710.

The small business size standard is 500 employees.

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

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

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

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

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

FAR CLAUSE	TITLE
52.204-6	- Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.211-2	- 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)

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)
- 52.215-5 - Facsimile Proposals (OCT 1997)
 Paragraph (c) is completed as follows: (202) 767-0430 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to crupi@contracts.nrl.navy.mil (primary) or bays@contracts.nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format.
- 52.215-16 - Facilities Capital Cost Of Money (OCT 1997)
- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (OCT 2000)
- 52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
- 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)

DFAR CLAUSE TITLE

- 252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998)

L-2 INSTRUCTIONS FOR RECEIPT OF PROPOSALS/OFFERORS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors- Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed to:

Contracting Office
 Naval Research Laboratory (NRL)
 4555 Overlook Avenue, S.W.
 Washington, D.C. 20375
 Solicitation/RFP No. – N00173-02-R-CR08
 Closing Date: JUL 26, 2002 Time: 4PM Local Time

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time,

L-3 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-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

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

See Section L, Volume II - Business Proposal

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

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

L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

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

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

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

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
 - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than

unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

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

L-11 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

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

Solicitation No. N00173-02-R-CR08
Closing Date: (As specified in Block 9, RFP face page)
Attn: Code 3220.CR

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

L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

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

A. TECHNICAL UNDERSTANDING

Provide documentation to support the understanding of each of the technical requirements (Task Areas) in the Statement of Work (SOW).

B. PERSONNEL QUALIFICATIONS

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

C. MANAGEMENT

Provide documentation to show corporate ability to simultaneously coordinate numerous interrelated technical and management support tasks of similar size and complexity as this requirement. Provide documentation to reveal knowledge of project monitoring and control, achievement of task assignments, on-time completion, resource management and responsiveness to workload fluctuation in support of multiple tasks. Provide documentation of experience involving similar research, set forth in the SOW and establishing internal systems for effective continuity, quality assurance and contract completion.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) COST PROPOSAL

(a) 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.

(b) It is requested that offerors provide a copy of their Cost Proposal on a PC formatted disk or CD ROM using software compatible with Microsoft Excel 97.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (OCT 2000), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

L-14 MATERIAL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

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

reimbursed actual and verifiable material and other direct associated expenses.
The Government estimates the material cost for this effort as follows:

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

L-15 TRAVEL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

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

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

Basic	\$30,000.00
Option I (if exercised)	\$30,000.00
Option II (if exercised)	\$30,000.00
Option III (if exercised)	\$30,000.00
Option IV (if exercised)	\$30,000.00

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

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

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria and are listed in descending order of importance. The Management sub-factor is of less importance than the Technical Understanding and Personnel Qualification sub-factor, which are of equal importance. The Small Business Participation sub-factors are of equal importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) TECHNICAL UNDERSTANDING

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

(2) PERSONNEL QUALIFICATIONS

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

(3) MANAGEMENT

Evaluation will be based on the extent of corporate experience in performing, accomplishing, defining responsibilities and managing tasks outlined in the SOW.

M-2-2 COST TO THE GOVERNMENT

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

M-2-3 SMALL BUSINESS PARTICIPATION

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

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

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

**STATEMENT OF WORK
ELECTRONIC WARFARE ANALYSIS TASKS**

SCOPE

The Effectiveness of Navy Electronic Warfare Systems (ENEWS) group of the Tactical Electronic Warfare Division (TEWD) is seeking technical support in a variety of disciplines related to Electronic Warfare (EW) applications. TEWD areas of interest include a broad spectrum of scientific research, engineering development, computer simulation, and direct technical liaison with Navy and Marine Corps aerospace and electronic warfare experts. The contractor shall provide research and engineering services in support of five basic task areas:

- Task I - Basic Engineering Design
- Task II - Hardware Prototyping
- Task III - Electronic Warfare Analysis
- Task IV - Computer Modeling and Simulation
- Task V - Database Management

ENEWS is tasked with performing research on naval EW systems, anti-ship threats, and applications of technologies to support the development and fielding of EW systems. Contractor support sought in this statement of work will concentrate on theoretical research, system research and development (R&D), computer modeling and simulation, and test and evaluation (T&E) relating to the interactions of platforms, weapons, sensors and EW systems. The unique nature of this research requires access to NRL hardware and classified computing resources and databases dictating that a major portion of the labor tasks be performed on-site at the Naval Research Laboratory (NRL). The Contractor shall provide, on a level-of-effort basis, the man-hours of scientific, technical, and engineering support.

TASK DESCRIPTIONS

1.0 TASK DESCRIPTIONS

1.1 TASK 1 - BASIC ENGINEERING DESIGN

The contractor shall provide experienced personnel for engineering design and analysis of technologies, techniques, and experiments in the areas of communications, wireless networks, embedded computing systems, signals analysis and processing, computer visualization, and unmanned vehicles in support of hardware development

programs such as Dragon Runner and End-User Terminal (EUT). The contractor shall participate in theoretical analyses, laboratory, and field experiments to design, fabricate, and test mechanical and electro-mechanical system designs integrated with embedded computers and sensors.

1.2 TASK II - HARDWARE PROTOTYPING

The contractor shall build circuit boards, fabricate housings and mounts, perform mechanical layouts of electronic and mechanical subsystems and assist in laboratory and field tests in support of hardware development programs such as Dragon Runner and EUT. The contractor shall provide documentation support and computer-aided design (CAD) experience to support sketching of components, measurements and modeling of existing components and systems. The contractor shall perform CAD design, evaluation, and development using software packages such as SolidWorks and Pro-Engineer. The contractor may be tasked to focus on new designs with proof of concept effort concentrating on commercially available unmanned vehicles.

1.3 TASK III - ELECTRONIC WARFARE ANALYSIS

The contractor shall design, develop, and test ship EW defensive concepts in support of ENEWS and other Navy programs concerning EW studies and projects. The contractor shall utilize ENEWS simulations to identify and quantify the effectiveness of ship defense system tactics. The contractor shall utilize EW databases for application to various ENEWS software tools for scenario generation, analysis and visualization purposes. The contractor shall perform support studies for quantifying the performance of network centric and single ship defense concepts.

1.4 TASK IV - COMPUTER MODELING AND SIMULATION

In support of ENEWS and other Navy programs, The contractor shall assist in the development of high fidelity simulations that accurately represent the performance of EW systems in a complex electromagnetic environment in support of ENEWS and other Navy programs. The contractor shall provide research and development in the areas of radar sensor systems, analog and digital circuits, missile guidance, autopilots and aerodynamics, electromagnetic propagation for ocean and littoral environments, radar cross sections (RCS) signatures, electronic attack (EA) systems, and advanced computer simulation design and development techniques. The contractor shall perform simulations implemented by using advanced object oriented programming techniques and capable of

interoperable operation using distributed processing capabilities on state-of-the-art computer hardware. The simulations must interface with key intelligence databases that support EW parameters used in the dynamic environments. The contractor shall perform verification and validation efforts for the simulations.

The contractor shall provide software enhancements for the Simulation Display (SIMDIS) and Builder Program tools. The contractor shall provide support in the following: C++, OpenGL, Direct3D, graphical user interfaces, cross-platform development, databases, Higher Language Architecture /Run Time Infrastructure (HLA/RTI), real-time range and operation data feeds, and telemetry systems. The contractor shall provide support in the transition of these programs to various Navy and DoD activities.

1.4 TASK V – DATABASE MANAGEMENT

The contractor shall provide support in the development and maintenance of EW intelligence databases. The contractor shall perform with databases including the Electronic Warfare Integrated Reprogrammable (EWIR), Kiltling and Electronic Parameter List (EPL) as well as locally developed and maintained databases. The contractor shall store database information utilizing Oracle and Access on various workstation platforms. The contractor shall provide support for the integration of specific EW information into a consolidated database and develop and maintain the software interface for accessing the data. The contractor shall provide support for engineering tasks and projects leveraging the data in various studies and analysis.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government issuing

A. CONTRACT LINE ITEM NO. 0002	B. EXHIBIT A	C. CATEGORY: TDP _____ TM- _____ OTHER <u> X </u>
--	------------------------	---

D. SYSTEM / ITEM 0001	E. CONTRACT / PR NO. 57-7100-02	F. CONTRACTOR
---------------------------------	---	----------------------

1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Software Documentation	3. SUBTITLE
---------------------------------	--	--------------------

4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE Entire SOW	6. REQUIRING OFFICE NRL Code 5707
--	--	---

7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY *	12. DATE OF FIRST SUBMISSION *	14. DISTRIBUTION		
8. APP CODE N/A	9. DIST STATEMENT REQUIRED N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES
						Draft

16. REMARKS The contractor shall provide all software, source codes, and documentation for all software developed. * Software, source codes, and documentation are due upon final development.	15. TOTAL → 1
---	----------------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Monthly Technical Progress Report	3. SUBTITLE
---------------------------------	---	--------------------

4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE Entire SOW	6. REQUIRING OFFICE NRL Code 5707
--	--	---

7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 40DAC	14. DISTRIBUTION		
8. APP CODE N/A	9. DIST STATEMENT REQUIRED N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION EOM	a. ADDRESSEE		b. COPIES
						Draft

16. REMARKS This report shall provide a brief summary of the current technology of the overall project, including pertinent observations, nature of technical problems, positive as well as negative, and design criteria established.	15. TOTAL → 1
--	----------------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY NRL Code 5707	H. DATE 06/12/02	I. APPROVED BY	J. DATE
--	----------------------------	-----------------------	----------------

PERSONNEL QUALIFICATIONS

1. Engineer(s)

Education/Experience

Must have at least a Bachelor of Science (BS) in Electrical or Mechanical Engineering or Computer Science degree from an accredited college or university. Must have at least 2 years combined experience in (1) engineering design and analysis of technologies, techniques, and experiments, (2) communications or wireless networks, (3) embedded computing systems, (4) signals analysis and processing, (5) computer visualization, (6) unmanned vehicles and (7) embedded computer design. Experience must be related to statement of work.

2. Electronic Technician

Education/Experience:

Must have an electronics or mechanical technician certificate or 2 years experience in electronic or mechanical component design, fabrication and testing or Computer Aided Design utilizing SoftWorks and ProEngineer software packages. Must have experience in developing state of the art hardware components and vehicles. Experience must be related to statement of work.

3. Electronic Warfare Analyst

Education/Experience:

Must have at least a Bachelor of Arts (BA) or BS in Mathematics, Electrical Engineering, Computer Science, or Physics from an accredited college or university, or 4 years experience utilizing the Electronic Warfare Integrated Reprogrammable database, Kiltling, or Electronic Parameter List, or 4 years experience in naval electronic warfare, electronic intelligence, signal intelligence, or communication intelligence. Experience must be related to statement of work.

4. Electrical Engineer(s) and/or Computer Scientist(s)

Education/Experience:

Must have at least a BS in Electrical Engineering or Computer Science and 3 years experience in utilizing computer modeling using C++, OpenGL, Direct3D, and/or High Language Architecture/Run Time Infrastructure (HLA/RTI). Must have expertise and detailed knowledge of radar sensor systems, analog and digital circuits, missile guidance, autopilots, aerodynamics, electromagnetic propagation for ocean and littoral environments, radar cross sections (RCS) signatures, electronic attack systems, and advanced simulation design and development techniques. Must have experience in graphic user interfaces, cross platform development, databases, real-time range and operation data feeds, and telemetry systems. Experience must be related to statement of work.

5. Computer Scientist or Database Manager

Education/Experience:

Must have at least a BS in Computer Science from an accredited college or university or 3 years experience with ORACLE and/or ACCESS databases. Experience must be related to statement of work.

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:026-02	
				a. FACILITY CLEARANCE REQUIRED SECRET	
				b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER 		X	a. ORIGINAL (Complete date in all cases) 		DATE (YYYYMMDD) 20020423
b. SUBCONTRACT NUMBER 			b. REVISED (Supersede all previous specs)	REVISION NO. 	DATE (YYYYMMDD)
X	c. SOLICITATION OR OTHER NUMBER 57-7100-02	DUE DATE (YYYYMMDD) 	c. FINAL (Complete item 5 in all cases) 		DATE (YYYYMMDD)
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) 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 dated _____, retention of the classified material is authorized for the period of _____					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD		b. CAGE CODE 	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A		
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE N/A		b. CAGE CODE 	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A		
8. ACTUAL PERFORMANCE					
a. LOCATION N/A		b. CAGE CODE 	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code) N/A		
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT ENGINEERING SERVICES, COMPUTER SOFTWARE DEVELOPMENT					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	
e. INTELLIGENCE INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	
(2) Non-SCI		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO ALL CLASSIFIED INFORMATION EXCEPT THE U.S., FOREIGN DISSEM. U.S. POLICY AND INFO. TRANSMISSIONS	
1. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECURITY DISTRIBUTION CENTER	
g. NATO INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	
j. FOR OFFICIAL USE ONLY INFORMATION		<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	
k. OTHER (Specify)		<input type="checkbox"/>	<input type="checkbox"/>	l. OTHER (Specify)	

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

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5707.30.

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

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

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

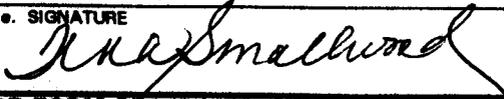
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide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

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

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

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

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

e. SIGNATURE


17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY 1221.1, 5707.30, 5702