

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 23 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-02-R-JR05	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 07 JAN 2002	6. REQUISITION/PURCHASE NO. 73-0201-02
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY-SSC ATTN: CODE 3235 STENNIS SPACE CENTER, MS 39529-5004			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 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **BLDG 1007, RM 47** until **3:00pm** local time **08 FEB 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 Jerry Riles, Contract Specialist	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (228) 688-4259
---------------------------	--	--

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	10-13
<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	14
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	15
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4-5				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6-8	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	16-21
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	22-23

OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

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 OR SERVICES AND PRICES/COSTS

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide a Tower Based Scanning Lidar System in accordance with Specifications, Attachment (1). The system shall include the following subsystems:	1	EA	\$	\$
0001AA	a. Data Acquisition and Data Storage	1	EA	NSP	NSP
0001AB	b. Environmental Sensors Suite	1	EA	NSP	NSP
0002	System Testing and Plan				
0002AA	a. System Testing	1	JO	\$	\$
0002AB	b. Test Plan	1	SET	NSP	NSP
0003	Installation and Training, in accordance with Specifications, Attachment (1)	1	JO	\$	\$
0004	Engineering Designs, Performance Specifications, Training Materials, Operation and Maintenance Manuals, Technical and other documentation in accordance with Attachment (1) and Exhibit A.	1	SET	NSP	NSP
0005	Software Source Codes and Documentation in accordance with Attachment (1) and Exhibit A	1	SET	NSP	NSP

TOTAL DOLLAR AMOUNT FOR CLINs*:

\$

*CONTRACT LINE ITEM NUMBER

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

C-1 Items furnished under this contract shall comply with Attachment (1), Specifications with Exhibit A, DD Form 1423, Contracts 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 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.246-2 - Inspection Of Supplies - Fixed -Price (AUG 1996)
52.246-16 - Responsibility For Supplies (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 BY REFERENCE:

FAR CLAUSE TITLE

- 52.211-11 - Liquidated Damages - Supplies, Services, Or Research And Development (SEP 2000)(fill in _____)
- 52.211-16 - Variation In Quantity (APR 1984) - The permissible variation shall be limited to:
Percent increase (fill in 0)
Percent decrease (fill in 0)
This increase or decrease shall apply to 0 .
- 52.211-17 - Delivery Of Excess Quantities (SEP 1989)
- 52.242-15 - Stop-Work Order (AUG 1989)
- 52.242-17 - Government Delay Of Work (APR 1984)
- 52.247-34 - F.O.B. Destination (NOV 1991)

F-2 FAR 52.211-8 - TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
<i>[Contracting Officer insert specific details]</i>		
Item No.	Quantity	Within Months After Date Of Contract
0001 (includes all subclins)	EA	12
0002	JO	10
0002AA	SET	8 (60 days prior to performance of CLIN 0002)
0003	JO	12
0004	SET	12
0005	SET	12

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After Date Of Contract

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F-3 DELIVERIES OR PERFORMANCE

(a) The principal place of performance of this contract shall be at Contractor's Facility.

F-4 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 1008.3, Naval Research Laboratory, Stennis Space Center, MS 39529-5004. 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 filled in at time of award)

G-2 TECHNICAL MANAGER - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant Technical Manager who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The Technical Manager is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The Technical Manager 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 Technical Manager, after review and signature of the "Material Inspection and Receiving Report, DD Form 250, If applicable, will forward a copy to the Administrative Contracting Officer.

(* To be filled in at time of award)

G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoices" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- a separate invoice for each activity designated to receive the supplies or services.
 a consolidated invoice covering all shipments delivered under an individual order.
 either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-4 INVOICING ADDRESS

With reference to paragraph (b) of the above provision, "Submission of Invoices(Fixed Price)", the contractor shall submit invoices to the address in Block 12 of the contract award form (SF26).

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.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 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-3 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-4 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*.

**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) |
| 52.204-4 | - 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) |
| 52.211-5 | - Material Requirements (AUG 2000) |
| 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) |
| 52.215-10 | - Price Reduction For Defective Cost Or Pricing Data (OCT 1997) |
| 52.215-11 | - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997) |
| 52.215-12 | - Subcontractor Cost Or Pricing Data (OCT 1997) |
| 52.215-13 | - Subcontractor Cost Or Pricing Data Modifications (OCT 1997) |
| 52.215-14 | - Integrity Of Unit Prices (OCT 1997) |
| 52.215-15 | - Pension Adjustments And Asset Reversions (DEC 1998) |
| 52.215-17 | - Waiver Of Facilities Capital Cost Of Money(OCT 1997) (<i>will be included if the successful offeror does not propose facilities capital cost of money</i>) |
| 52.215-18 | - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997) |
| 52.215-19 | - Notification Of Ownership Changes (OCT 1997) |
| 52.215-21 | - Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 1997) |
| 52.219-4 | - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) <input type="checkbox"/> 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)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
- 52.222-29 - Notification Of Visa Denial (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 (JAN 1999)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 2000)
- 52.225-8 - Duty-Free Entry (FEB 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 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)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 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)
- 52.239-1 - Privacy Or Security Safeguards (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-1 - Property Records (APR 1984)
- 52.245-9 - Use And Charges (APR 1984)(DEVIATION)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.247-64 - Preference For Privately Owned U.S. Flag Commercial Vessels (JUN 2000)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);

DFARS CLAUSE TITLE

- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.204-7002 - Payment For Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 2000)
- 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, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.219-7004 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7007 - Buy American Act--Trade Agreements—Balance Of Payments Program (SEP 2001)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (AUG 2000)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (AUG 2000)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
- 252.225-7021 - Trade Agreements (SEP 2001)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (JUN 2000)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 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)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7036 - Certification Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)

- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (DEC 2000)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (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) - Specifications – 2 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 1 Pages.

J-2 Attachment (2) - 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>

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: **334511**

The small business size standard is: **750 empl**

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

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

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

<http://www.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAY 2001)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)

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 :
- Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc).

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

The Government contemplates award of a Firm Fixed Price Supply 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 Receptionist 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 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. N00173-02-R- JR05-
Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3235**

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

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES .

(1) TECHNICAL

(a) The technical proposal must demonstrate an understanding of all requirements covered in the RFP's term and Conditions. The proposal must be sufficiently detailed and complete to demonstrate an understanding of and an ability to comply with the requirements of the RFP's Specifications identified in Section C. General statements that the Offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the RFP's Specification in whole or in part will not constitute compliance with these requirements concerning the content of the technical proposal. Failure to conform to any of the requirements of the RFP may form the basis for rejection of the proposal.

(b) The following information is required:

- i. The Offeror shall provide product literature or detailed technical narrative demonstrating the capability of the system offered meets the Government's minimum needs as detailed in Attachment (1).
- ii. The Offeror shall provide a sample Test and Training Plan, or narrative demonstrating their approach in providing quality assurance and training as required in Attachment (1).
- iii. The Offeror shall provide a sample documentation or narrative demonstrating their approach in providing documentation in the form of operation and maintenance manuals.

(2) PAST PERFORMANCE INFORMATION

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

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

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

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

L-11 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information . The supporting information shall include copies of list or catalog pricing offered to the general public or detailed breakdown including such elements as materials, direct labor, indirect cost, and other costs . The offeror shall provide exhibits as necessary to substantiate the price.

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 price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor. Within the technical category evaluation will be completed in two phases. The first phase is verification that each proposal has met all the mandatory requirements listed in Section M-2-1. Failure to provide evidence that these mandatory requirements have or will be met will result in the proposal being rejected as non-responsive. The second phase will entail evaluation of technical factors weighted in descending order of importance as listed in Section M-2-3. Finally price will be evaluated.

M-2-1.MANDATORY REQUIREMENTS

The initial evaluation will be to determine if the following mandatory requirements contained in Section C have been met:

- (a) Sample Test/Training Plan or Narrative
- (b) Documentation or Narrative for Operation and Maintenance Manuals

M-2-2 WEIGHTED TECHNICAL EVALUATION FACTORS

This portion of the evaluation will consider the offeror's understanding of and demonstrated capability to adequately meet or exceed the requirements listed in Section C. Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. Technical factor (1) is of greater importance than technical factor (2). Technical subfactor (1)(a) is of greater importance than technical subfactors (1)(b) and (1)(c). Technical subfactors (1)(b) and (1)(c) are of equal importance, and are of greater importance than technical factor (2).

1. TECHNICAL COMPLIANCE

- (a) Scanning Laser System Design
 - i. Positioning Accuracy
 - ii. Spatial Coverage
 - iii. Throughput Rate
 - iv. Rugged Design and Suitable for Ocean Environment
- (b) Environmental Sensors Suite
 - i. Accuracy
 - ii. Integration with Laser and Data Acquisition subsystems
 - iii. Rugged Design and Suitable for Ocean Environment

- (c) Data Acquisition and Data Storage
 - i. Sufficient Speed to handle the High Data Rate
 - ii. System Integration with Laser and Environmental Sensor Subsystems
 - iii. Convenience/Dependability of Data Storage Media

2. PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. 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)(iv).

M-2-3 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

M-3 AWARD BY FULL QUANTITY

An offeror must propose on all items in this solicitation to be eligible for award.

SPECIFICATIONS

For a
TOWER BASED SCANNING LIDAR SYSTEM

Requirement:

The Naval Research Laboratory (NRL) has a requirement for a new sensor system to acquire simultaneous spatial and temporal measurements of the ocean wave properties to investigate the dynamics of ocean waves. Non-contact sensing technique is preferred. The systems and all subsystems, must be capable of withstanding the ocean environment. A possible design is a platform-mounted scanning laser system. The system shall acquire continuous space-time images of the ocean surface. The area of coverage shall be a minimum of 1m x 1m (mounted on a platform at a height of about 5 times or less of the scanning width) and a minimum throughput rate of 10 kHz (32x32x10). The vertical resolution of the system shall be 0.2" or better. The primary application of the system is to acquire topographic data of small-scale surface waves. Supplemental information of environmental conditions need to be measured with an environmental sensor suite (to be further described later. The data from the environmental sensor suite must be synchronized with the surface wave topography data.

Data acquisition and data storage should be built on a PC-based desktop computer; duplicate data acquisition and data storage sub-systems are required. Minimum requirement of the computer system shall be a 1 GHz processor, 1Gbyte memory, 100 Gbyte harddisk space, and CD writer. External DVD writer and removable harddisk unit shall serve as the permanent data storage media.

The system must be able to use power from wall outlets or power generators. The distance between the scanning sensor subsystem and data acquisition/storage may be as far as 1500 feet. Two cable subsystems, one 500 feet and another 1000 feet, which can be combined or used separately are required.

Environmental Sensors Suite:

The environmental parameters to be monitored simultaneously with the wave topography measurements include wind speed (3D sonic anemometer or equivalent, mounted at an adjustable level from 1 to 5 m above the mean water surface), near surface ocean current and turbulence properties (acoustic doppler current meter or equivalent, mounted at an adjustable level from 0.1 to 2 m below the mean water surface), air temperature, water temperature, and humidity. The minimal sensor resolutions for the parameters are: temperatures (0.1 degree Centigrade), humidity (1%), elevations (0.5 cm), speed (0.1 m/s). The frequency response shall be 20 Hz or better.

Test Plan and Acceptance Testing:

(a) The Offeror shall develop a test plan for system performance and acceptance testing of all performance specifications.

(b) The plan shall detail system testing, which shall be conducted in an outdoor water body (a lake or canal), the location of which shall be determined by mutual agreement between the Government's Technical Representative and the Contractor.

(c) The system tests shall be conducted within 10 months from date of contract award.

(d) The test plan shall be delivered to the COR for approval no later than 60 days prior to start of the outdoor test.

Installation and Training:

The Contractor shall prepare all system installation at NRL-SSC. The Contractor shall provide training sessions to designated NRL users for a maximum period of two(2) 0weeks.

Documentation:

The Contractor shall deliver the following as set forth below and IAW Exhibit A, Contract Data Requirements List:

- a. Detailed engineering designs, technical documentation, performance specifications,
- b. software source code and documentation,
- c. operation and maintenance manuals are required in triplicates as a part of system delivery
- d. Training materials (five copies).
- e. Test Plan

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0005		B. EXHIBIT A		C. CATEGORY: TDP _____ TM: _____ OTHER _____					
D. SYSTEM / ITEM Tower Based Scanning Lidar System			E. CONTRACT / PR NO. N00173-02-R-JR05		F. CONTRACTOR TBD				
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM Software Source Codes and Documentation			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE CLIN 0005 and SPECS		6. REQUIRING OFFICE NRL				
7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME	12. DATE OF FIRST SUBMISSION 12 Months After Award		14. DISTRIBUTION				
8. APP CODE	11. AS OF DATE 12 Months After Award	13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE	b. COPIES				
16. REMARKS				CODE 7332(PM)	Draft	Final	Reg	Repro	
									15. TOTAL
									1
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE					
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE				
7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION				
8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE	b. COPIES				
16. REMARKS					Draft	Final	Reg	Repro	
									15. TOTAL
G. PREPARED BY CODE 3235			H. DATE 10/13/00	I. APPROVED BY		J. DATE			

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE