

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 21
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-06-R-CR06	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 05/15/06	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE SW CODE 3220.CR WASHINGTON, DC 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7) Same		

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 222 - Room 115 until 4:00 pm local time 06/15/06
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME ALAN W CRUPI, CODE 3220.CR	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS Wayne.Crupi@nrl.navy.mil
		AREA CODE 202	NUMBER 767-3595	EXT.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	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	9-12
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2 - 3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	13
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	4	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	4	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	5				
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	5 - 7	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	14-20
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	8 - 9	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	20-21

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)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> 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 NUMBER AREA CODE NUMBER EXT.			17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>			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 (Signature of Contracting Officer)	28. AWARD DATE

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

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

BASIC

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM NOT TO EXCEED AMOUNT
0001	The contractor shall provide intellectual property services in accordance with Section C and the rates set forth below. (Will include approx. \$20,000 for travel – See Section L-11) (Will include approx. \$20,000 for material - See Section L-11)	
0001AA	The contractor shall provide the data in accordance with Exhibit A, DD1423, Contract Data Requirements List.	NSP *
	BASIC – TOTAL MAXIMUM NOT TO EXCEED AMOUNT	
* Not Separately Priced		

OPTION I (First Option Year)

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM NOT TO EXCEED AMOUNT
0002	The contractor shall provide intellectual property services in accordance with Section C and the rates set forth below. (Will include approx. \$20,000 for travel – See Section L-11) (Will include approx. \$20,000 for material - See Section L-11)	
0002AA	The contractor shall provide the data in accordance with Exhibit A, DD1423, Contract Data Requirements List.	NSP
	OPTION I – TOTAL MAXIMUM NOT TO EXCEED AMOUNT	

OPTION II (Second Option Year)

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM NOT TO EXCEED AMOUNT
0003	The contractor shall provide intellectual property services in accordance with Section C and the rates set forth below. (Will include approx. \$20,000 for travel – See Section L-11) (Will include approx. \$20,000 for material - See Section L-11)	
0003AA	The contractor shall provide the data in accordance with Exhibit A, DD1423, Contract Data Requirements List.	NSP
	OPTION II – TOTAL MAXIMUM NOT TO EXCEED AMOUNT	

OPTION III (Third Option Year)

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM NOT TO EXCEED AMOUNT
0004	The contractor shall provide intellectual property services in accordance with Section C and the rates set forth below. (Will include approx. \$20,000 for travel – See Section L-11) (Will include approx. \$20,000 for material - See Section L-11)	
0004AA	The contractor shall provide the data in accordance with Exhibit A, DD1423, Contract Data Requirements List.	NSP
OPTION III – TOTAL MAXIMUM NOT TO EXCEED AMOUNT		

OPTION IV (Fourth Option Year)

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM NOT TO EXCEED AMOUNT
0005	The contractor shall provide intellectual property services in accordance with Section C and the rates set forth below. (Will include approx. \$20,000 for travel – See Section L-11) (Will include approx. \$20,000 for material - See Section L-11)	
0005AA	The contractor shall provide the data in accordance with Exhibit A, DD1423, Contract Data Requirements List.	NSP
OPTION IV – TOTAL MAXIMUM NOT TO EXCEED AMOUNT		

TOTAL NOT TO EXCEED INCLUDING OPTIONS, IF EXERCISED:

NOTE: The contractor shall propose labor categories and a loaded labor rate for each labor category in order to comply with the Statement of Work. The estimated number of hours for support is provided.

Provide a matrix cross-referencing the Government Labor Category with the corresponding Contractor Labor Category. Must provide a resume for each labor category.

GOVERNMENT LABOR CATEGORY	CONTRACTOR CORRESPONDING LABOR CATEGORY	ESTIMATED NUMBER OF HOURS PER YEAR	LOADED HOURLY RATE BASIC AWARD	LOADED HOURLY RATE OPTION I	LOADED HOURLY RATE OPTION II	LOADED HOURLY RATE OPTION III	LOADED HOURLY RATE OPTION IV
1. Attorney (with less than 2 years experience)		416					
2. Attorney (with at least 2 years experience)		416					
3. Attorney (with at least 4 years experience)		416					
4. Attorney (with at least 7 years experience)		416					
5. Paralegal Specialist		416					

The material line item will include such items as copying, mailing, electronic research and foreign filing fees. Patent and Trademark Office fees are paid by the Naval Research Laboratory.

The Government intends to award multiple contracts from this solicitation. The Not-To-Exceed amount will be adjusted on the number of awards made.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work, 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 13 April 2006 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/11onsite.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.

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.246-6 - Inspection - Time-And-Material And Labor-Hour (MAY 2001)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (MAR 2003)

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

52.242-15 - 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 DELIVERIES OR PERFORMANCE

(a) The period of performance under this contract shall be from date of contract award through twelve (12) months, with four (4) options each extending the period of performance by an additional twelve (12) months, if exercised.

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

**SECTION G
CONTRACT ADMINISTRATION DATA**

G-1 PROCURING OFFICE REPRESENTATIVE

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

Security Matters- Contracting Officer for Security, Code 1221, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head, Safety Branch, Code 3540, (202)767-2232, DSN 297-2232, , email safety@nrl.navy.mil

Patent Matters- Associate Counsel (Intellectual Property), Code 1008.2, (202)404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

G-2 PAYMENT AND INVOICE INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests* (DFARS 252.232-7003), the contractor must submit requests for payment electronically.

If the contractor uses the Wide Area Workflow (WAWF), it may be accessed at its homepage <https://wawf.eb.mil/>. Instructions for registration may be accessed at: <https://wawf.eb.mil/vreg.htm>

The following information is applicable to vouchers submitted under this contract using WAWF:

Under "Create New Document" select "Public Voucher". When you enter the contract number, some of the fields may fill out automatically.

Use the appropriate Item Number stated in the contract (e.g. 0001, 0002 or 0001AA, 0001AB, etc.)

Contract Number: [Use the contract number as listed on page one of the award document.]

Issue By DODAAC: N00173

Admin DODAAC: [Use the 6 character "ADMINISTERED BY" CODE as listed on page one of the award document]

Pay DODAAC: [Use the 6 character "PAYMENT WILL BE MADE BY" CODE as listed on page one of the award document]

DCAA Auditor DODAAC: Go to <http://www.dcaa.mil/> Select "Audit Office Locator" from Left Menu

Service Acceptor DODAAC/Extension: N00173 Extension 1008

Ship To Code DODAAC/Extension: N00173 Extension 1008

LPO DODAAC: N00173

Cage Code: [Use your company specific code.]

When submitting vouchers using WAWF, use the *Send More Email Notifications* function in WAWF to provide notification to the COR identified in Section G of the contract that a voucher has been submitted.

If the contractor uses a method other than WAWF to submit vouchers under this contract, a copy of the voucher is to be sent (preferably by email) to the COR identified in Section G of the contract.

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office. Such authorization does not extend to the first and final vouchers. The contractor shall continue to submit first vouchers to the cognizant auditor. The final voucher shall be submitted to the Administrative Contracting Officer.

G-3 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 filled in at time of award)

G-4 CONTRACT CEILING PRICE

(a) The amount of \$ * is presently available for payment and allotted to this contract. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the contract through *.

(b) The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum labor and materials required to perform this contract. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full not-to-exceed amount or to a lesser amount necessary to perform the contract.

(c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract regardless of anything to the contrary in any other clause or provision of this contract.

(d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the contract will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the contract on that date in accordance with the provisions of the Termination clause of this contract.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract.

(g) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to other clause or provisions of this contract.

(* To be filled in at time of award)

**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 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 filled in at time of award)

* Labor Category	* First/M/Last Name
Attorney (with at least 4 years experience)	
Attorney (with at least 7 years experience)	

H-4 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The Contracting Officer may exercise the option by written notice to the Contractor anytime within the contract period of performance.

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.

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

I-1 FAR 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.acqnet.gov/far>

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

a. FEDERAL ACQUISITION REGULATION CLAUSES**FAR CLAUSE TITLE**

52.202-1	-	Definitions (JUL 2004)
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 2003)
52.204-4	-	Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.204-7	-	Central Contractor Registration (OCT 2003)
52.204-9	-	Personal Identity Verification Of Contractor Personnel (JAN 2006)
52.209-6	-	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JAN 2005)
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)

- 52.215-17 - Waiver Of Facilities Capital Cost Of Money(OCT 1997) (*will be included if the successful offeror does not propose facilities capital cost of money*)
- 52.215-21 - Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
- 52.217-8 - Option To Extend Services (NOV 1999)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005) Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-9 - Small Business Subcontracting Plan (JUL 2005) 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)
- 52.222-3 - Convict Labor (JUN 2003)
- 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)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.222-50 - Combating Trafficking In Persons (APR 2006)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (DEC 2003)
- 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)
- 52.227-10 - Filing Of Patent Applications - 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*)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 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 (APR 2005)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (DEC 2002)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (OCT 2003)

- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.239-1 - Privacy Or Security Safeguards (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (SEP 2000)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (MAR 2005)
- 52.244-6 - Subcontracts For Commercial Items (FEB 2006)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.249-6 - Termination (Cost - Reimbursement) (MAY 2004) Alternate IV (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)

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 (DEC 2004)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 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 - Alternate A (NOV 2003)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.219-7003 - Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 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 (JUN 2005)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (JUN 2004)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 2005)
- 252.225-7036 - Buy American Act – Free Trade Agreements – Balance Of Payments Program (JUN 2005)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.227-7000 - Non-Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data--Noncommercial Items (NOV 1995)

- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (JAN 2004)
- 252.232-7006 - Alternate A (DEC 2003)
- 252.232-7010 - Levies On Contract Payments (SEP 2005)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 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) (NOV 2005)
- 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 (OCT 2002)

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 - 1 Page.
- J-2** Attachment (2) - Personnel Qualifications - 7 Pages.
- J-3** Attachment (3) - 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**

In accordance with FAR 4.1201, prospective contractors must complete electronic annual federal representations and certifications via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) <http://www.ccr.gov> database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must submit completed DFARS and contract specific 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/repsandcerts.htm> .

Use Contract 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:

- (a) (1) The NAICS code for this acquisition is 541110.
(2) The small business size standard is \$6.5M.

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

L-1 FAR 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.acqnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.204-8	-	Annual Representations and Certifications (JAN 2005)
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 (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (OCT 2000)

DFAR CLAUSE TITLE

252.209-7001	-	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998)
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L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

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 :

Contracting Officer, ATTN: Code 3220.CR
RFP No. N00173-06-R-CR06 Closing Date: June 15, 2006 Time: 4:00PM Local EST
Naval Research Laboratory
4555 Overlook Avenue, S.W.
Washington, D.C. 20375

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, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be

required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

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 and see L-13.

Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information may include published price lists or information on previous sales of the same or similar services.

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

The Government contemplates award of a Time and Material type 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 or Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior

contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

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

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

Date _____
Printed Name and Title _____
Signature _____

(End of identification and assertion)

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

L-8 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 representative at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award* no later than 10 calendar days prior to the closing date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-10 PROPOSAL ORGANIZATION

- (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 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.

L-11 TRAVEL ESTIMATE

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 \$20,000 per year for the basic award and \$20,000 per each option period, if exercised.

L-12 MATERIAL ESTIMATE

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 \$20,000 per year for the basic award and \$20,000 per each option period, if exercised.

L-13 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES.

The following information is required for evaluation of your technical/management:

(a) Personnel Qualifications

Identify the proposed personnel and indicate the labor categories for which they are to be utilized. Describe the qualifications and experience of proposed personnel particularly as they relate to the Statement of Work (SOW – Attachment 1) and the Personnel Qualifications (Attachment 2). Resumes must be provided for all proposed personnel.

(b) Corporate Experience

Provide a management plan demonstrating the (1) the ability to manage and administratively support the effort under the contract, (2) the ability to recruit and retain qualified personnel, and (3) the ability to respond to program changes that may occur. Discuss corporate experience, in particular, similar efforts performed at a government or other client's site.

(c) 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 three (3) contracts or subcontracts completed by the offeror or predecessor companies during the past three (3) years for services similar in nature to this requirement. Include in the three (3) contracts 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-14 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. 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 the price.

(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-15 MULTIPLE AWARDS

The Government may make multiple awards resulting from this solicitation.

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. Technical subfactors (1) and (2) are of equal importance and each is of greater importance than subfactor (3).

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

Proposed personnel will be evaluated on the degree to which they meet or exceed the desired qualifications stated in Attachment (2) and the relevancy of their experience to the Performance Work Statement (Attachment 1).

(2) CORPORATE EXPERIENCE/MANAGEMENT PLAN

Corporate experience will be evaluated on its relevance to the work to be performed under the contract. The management plan will be evaluated on its perceived adequacy for successful management and administrative support of contract performance, the ability to recruit and retain qualified personnel, and the ability to respond to program changes that may occur.

(3) 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-2-2 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

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

1.0 Background

The Naval Research Laboratory (NRL), located in Washington, D.C., and other sites, conducts basic and applied research in many technical areas to support the Navy's military missions. NRL applies for U.S. and foreign patent rights for some of the technology developed by its employees, and NRL's technology transfer program seeks to license those patents to commercial ventures. NRL's patents include the areas of Undersea Acoustics; Chemical/Biochemical; Electronics and Electromagnetics; Energetic Particles; Plasmas and Beams; Information Technology and Communication; Optical Science; Remote Sensing, Simulation, Computing, and Modeling; and Space Research and Satellite Technology. This contract will support the NRL and the Naval Medical Research Center (NMRC). Information about the NRL and NMRC Research and Technology areas may be found at the following websites: <http://www.nrl.navy.mil> and <http://www.nmrc.navy.mil>.

2.0 Scope

The contractor shall provide a full range of intellectual property services. The significant majority of the assigned work will be in drafting patentability reports and patent applications for filing with the U.S. Patent and Trademark Office (USPTO), including both U.S. patent applications and patent applications filed under the Patent Cooperation Treaty. The contractor's services will be performed in support of the NRL Associate Counsel for Intellectual Property in response to work assignments communicated to it by the Contracting Officer Representative (COR). Work assignments will be determined by the needs of the NRL Associate Counsel for Intellectual Property based upon the quantity of workload and requirements in technology areas for which NRL does not maintain specialized in-house expertise.

3.0 Minimum Requirements

3.1.0 Patentability Reports

3.1.1 NRL will provide to the contractor the invention disclosure and any related materials. Upon receipt of the invention disclosure, the contractor shall: review the invention disclosure and conduct a patentability search of U.S. Patents and worldwide publications and, for normal priority applications, report the results to NRL within ten working days, with an estimate of the effort and cost to prepare a patent application. If NRL identifies an application as expedited priority or urgent priority, the contractor shall report its results within one working day.

- 3.1.2 If NRL elects not to patent the disclosed invention, the contractor shall submit an invoice accounting for the hours billed.
- 3.2.0 Patent Application: If NRL elects to apply for a patent. The contractor must obtain the COR approval before exceeding 125% of NRL's not to exceed cost estimate.
- 3.2.1 The contractor shall prepare the initial draft patent application, draft informal drawings, and draft Invention Disclosure Statement (IDS). NRL will typically have the inventor available to meet with the person preparing the draft patent application. The contractor shall draft the claims section to cover a range of claims from the broadest coverage permitted under the known prior art to the narrowest coverage. Claims shall not be in multiple dependent form.
- 3.2.2 The contractor shall review the draft documents in accordance with its normal, internal review procedures. However, a patent attorney with at least seven years experience in preparing patent applications must review and approve the drafts before the contractor submits them to NRL.
- 3.2.3 The contractor shall forward the draft documents to NRL under a letter specifically identifying the individuals who prepared the documents and the attorney that performed the review.
- 3.2.4 Upon receipt of NRL's comments, the contractor shall revise the draft patent application to incorporate NRL's comments, submit a final draft patent application, IDS and informal drawings to NRL.
- 3.2.5 The contractor's informal drawings shall be suitable for initial submission with the patent application to the USPTO (NRL presently intends to prepare its own formal drawings).
- 4.0 Time Periods to Complete Patent Applications
 - 4.1.0 Upon submission of an invention disclosure to the contractor, the NRL will provide a due date for the patent application based on the application priority and invention complexity. NRL expects that an overwhelming majority of its disclosures will be normal priority. The following is a list of priorities and dues dates.
 - 4.1.1 Normal Priority – the initial draft patent application is due within four weeks of receiving the authority to prepare the application.
 - 4.1.2 Normal Priority Complex Applications – The initial draft patent application is due within six weeks of receiving the authority to prepare the application.

- 4.1.3 Expedited Priority - The initial draft patent application is due within two weeks of receiving the authority to prepare the application.
- 4.1.4 Urgent Priority – The initial application is due within five working days of receiving the authority to prepare the application.
- 4.2.0 The contractor shall incorporate NRL's comments within five working days for normal priority applications and within two working days for expedited and urgent priority applications.
- 5.0 The contractor shall perform other intellectual property services such as patent, trademark and copyright issues. These services will be accomplished in accordance with the complexity and priority identified in paragraph 4.0 of the Statement of Work.
- 6.0 The contractor must be able to obtain foreign services to translate, file and prosecute foreign national applications.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). 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 organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0001AA - 0005AA		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <u> X </u>																
D. SYSTEM/ITEM 0001 - 0005			E. CONTRACT/PR NO. N00173-06-R-CR06		F. CONTRACTOR															
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM Patentability Report			3. SUBTITLE																
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE Entire SOW		6. REQUIRING OFFICE NRL Code 1008															
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION															
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION																	
16. REMARKS Patent search report and references. One printed copy of the report and relevant art. Must include patentability opinion. Overnight delivery may be required.				15. TOTAL → 0 2 0																
16. REMARKS COR Assigned Attorney				<table border="1"> <tr> <td colspan="2">b. COPIES</td> <td></td> </tr> <tr> <td>Draft</td> <td>Final</td> <td></td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> </table>		b. COPIES			Draft	Final			Reg	Repro		1			1	
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1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Initial and Final Draft Patent Application			3. SUBTITLE																
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE Entire SOW		6. REQUIRING OFFICE NRL Code 1008															
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION															
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION ASREQ																	
16. REMARKS Print version of initial application will be revised to the final version upon receipt of NRL comments. Includes initial print version and final draft application plus, IDS and informal drawings.				15. TOTAL → 2 2 0																
16. REMARKS COR Assigned Attorney				<table border="1"> <tr> <td colspan="2">b. COPIES</td> <td></td> </tr> <tr> <td>Draft</td> <td>Final</td> <td></td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> </tr> <tr> <td></td> <td>1</td> <td>1</td> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> </table>		b. COPIES			Draft	Final			Reg	Repro		1	1		1	
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Disk with Final Application			3. SUBTITLE																
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE Entire SOW		6. REQUIRING OFFICE NRL Code 1008															
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION															
8. APP CODE N/A		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION																	
16. REMARKS IBM format computer disk (preferably 3.5 inch) with electronic copies of final draft patent application and IDS (MS Word, 5.2 or later). Equations, other than those capable of entry on a single line, must be in MS Word, 5.2 or later.				15. TOTAL → 0 2 0																
16. REMARKS COR Assigned Attorney				<table border="1"> <tr> <td colspan="2">b. COPIES</td> <td></td> </tr> <tr> <td>Draft</td> <td>Final</td> <td></td> </tr> <tr> <td></td> <td>Reg</td> <td>Repro</td> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> <tr> <td></td> <td>1</td> <td></td> </tr> </table>		b. COPIES			Draft	Final			Reg	Repro		1			1	
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1. DATA ITEM NO. A003 cont.	2. TITLE OF DATA ITEM Disk with Final Application (continuation)			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																	
16. REMARKS Chemical structures must be in ChemDraw format (BioRad Laboratories), version 5.1 or later.				15. TOTAL → 0 0 0																
G. PREPARED BY NRL Code 1008		H. DATE 03/06/06	I. APPROVED BY		J. DATE															

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

Minimum Personnel Qualifications

(1) Attorney (with less than 2 years experience)

DUTIES:

Review disclosures of inventions for technical sufficiency and patentability.

Prepare patent applications and accompanying formal legal instruments and instruct patent draftsman regarding the subject matter of patent drawings.

Obtain execution of patent applications and associated documents.

Prosecute patent applications, including: analyzing Patent and Trademark Office actions, preparing amendments, responses to restriction requirements, requests for reconsideration, petitions, affidavits, declarations and briefs on appeal, interviewing patent examiners; and conducting interference proceedings before the Patent and Trademark Office Board of Patent Appeals and Interferences.

Interview technical personnel, review reports, and inspect laboratory and research facilities in search of inventive subject matter. Assist personnel in reporting inventions for patenting.

QUALIFICATIONS:

Must have a Law Degree from an accredited Law School, Active Bar Membership and Membership in Good Standing of the Bar of any State, District of Columbia, Puerto Rico, or any Territorial Court Under the Constitution and be registered to practice as a patent attorney before the US Patent and Trademark Office.

PLUS

no more than two years of professional legal experience in patent law and practice.

Must show demonstrated knowledge of Trademark statutes, case law, rules of practice, Trademark Office operational requirements, practices and procedures, pre-examination, publication and issue, the intent-to-use and divisional units and post registration.

Must have experience in one or more of the following technologies:

Group A:
Electronics and Electromagnetics
Energetic Particles, Plasmas and Beams

Group B:
Optical Science (Lasers and Fiber Optics)

Group C:
Chemical Science
Bio-Molecular Science and Engineering
Materials Science and Technology

Group D:
Information Technology and Communication
Simulation, Computing and Modeling

Group E:
Undersea Acoustics
Ocean and Atmospheric Science and Technology
Remote Sensing (Radar, Optic and IR)

(2) Attorney (at least 2 years experience)

DUTIES:

Review disclosures of inventions for technical sufficiency and patentability.

Prepare patent applications and accompanying formal legal instruments and instruct patent draftsman regarding the subject matter of patent drawings.

Obtain execution of patent applications and associated documents.

Prosecute patent applications, including: analyzing Patent and Trademark Office actions, preparing amendments, responses to restriction requirements, requests for reconsideration, petitions, affidavits, declarations and briefs on appeal, interviewing patent examiners; and conducting interference proceedings before the Patent and Trademark Office Board of Patent Appeals and Interferences.

Interview technical personnel, review reports, and inspect laboratory and research facilities in search of inventive subject matter. Assist personnel in reporting inventions for patenting.

QUALIFICATIONS:

Must have a Law Degree from an accredited Law School, Active Bar Membership and Membership in Good Standing of the Bar of any State, District of Columbia, Puerto Rico, or any Territorial Court Under the Constitution and be registered to practice as a patent attorney before the US Patent and Trademark Office.

PLUS

At least two years of professional legal experience in patent law and practice.

Must show demonstrated knowledge of Trademark statutes, case law, rules of practice, Trademark Office operational requirements, practices and procedures, pre-examination, publication and issue, the intent-to-use and divisional units and post registration.

Must have experience in one or more of the following technologies:

Group A:
Electronics and Electromagnetics
Energetic Particles, Plasmas and Beams

Group B:
Optical Science (Lasers and Fiber Optics)

Group C:
Chemical Science
Bio-Molecular Science and Engineering
Materials Science and Technology

Group D:
Information Technology and Communication
Simulation, Computing and Modeling

Group E:
Undersea Acoustics
Ocean and Atmospheric Science and Technology
Remote Sensing (Radar, Optic and IR)

(3) Attorney (with at least 4 years experience)

DUTIES:

Review disclosures of inventions for technical sufficiency and patentability.

Prepare patent applications and accompanying formal legal instruments and instruct patent draftsman regarding the subject matter of patent drawings.

Obtain execution of patent applications and associated documents.

Prosecute patent applications, including: analyzing Patent and Trademark Office actions, preparing amendments, responses to restriction requirements, requests for reconsideration, petitions, affidavits, declarations and briefs on appeal, interviewing patent examiners; and conducting interference proceedings

before the Patent and Trademark Office Board of Patent Appeals and Interferences. Interview technical personnel, review reports, and inspect laboratory and research facilities in search of inventive subject matter. Assist personnel in reporting inventions for patenting.

QUALIFICATIONS:

Must have a Law Degree from an accredited Law School, Active Bar Membership and Membership in Good Standing of the Bar of any State, District of Columbia, Puerto Rico, or any Territorial Court Under the Constitution and be registered to practice as a patent attorney before the US Patent and Trademark Office.

PLUS

At least four years of professional legal experience in patent law and practice.

Must show demonstrated knowledge of Trademark statutes, case law, rules of practice, Trademark Office operational requirements, practices and procedures, pre-examination, publication and issue, the intent-to-use and divisional units and post registration.

Must have experience in one or more of the following technologies:

Group A:

Electronics and Electromagnetics
Energetic Particles, Plasmas and Beams

Group B:

Optical Science (Lasers and Fiber Optics)

Group C:

Chemical Science
Bio-Molecular Science and Engineering
Materials Science and Technology

Group D:

Information Technology and Communication
Simulation, Computing and Modeling

Group E:

Undersea Acoustics
Ocean and Atmospheric Science and Technology
Remote Sensing (Radar, Optic and IR)

(4) Attorney (at least 7 years experience)

DUTIES:

Review disclosures of inventions for technical sufficiency and patentability.

Prepare patent applications and accompanying formal legal instruments and instruct patent draftsman regarding the subject matter of patent drawings.

Obtain execution of patent applications and associated documents.

Prosecute patent applications, including: analyzing Patent and Trademark Office actions, preparing amendments, responses to restriction requirements, requests for reconsideration, petitions, affidavits, declarations and briefs on appeal, interviewing patent examiners; and conducting interference proceedings before the Patent and Trademark Office Board of Patent Appeals and Interferences.

Interview technical personnel, review reports, and inspect laboratory and research facilities in search of inventive subject matter. Assist personnel in reporting inventions for patenting.

QUALIFICATIONS:

Must have a Law Degree from an accredited Law School, Active Bar Membership and Membership in Good Standing of the Bar of any State, District of Columbia, Puerto Rico, or any Territorial Court Under the Constitution and be registered to practice as a patent attorney before the US Patent and Trademark Office.

PLUS

At least seven years of professional legal experience in patent law and practice.

Must show demonstrated knowledge of Trademark statutes, case law, rules of practice, Trademark Office operational requirements, practices and procedures, pre-examination, publication and issue, the intent-to-use and divisional units and post registration.

Must have experience in one or more of the following technologies:

Group A:

Electronics and Electromagnetics
Energetic Particles, Plasmas and Beams

Group B:

Optical Science (Lasers and Fiber Optics)

Group C:
Chemical Science
Bio-Molecular Science and Engineering
Materials Science and Technology

Group D:
Information Technology and Communication
Simulation, Computing and Modeling

Group E:
Undersea Acoustics
Ocean and Atmospheric Science and Technology
Remote Sensing (Radar, Optic and IR)

(5) PARALEGAL SPECIALIST

DUTIES:

The incumbent provides substantive analytical and legal research assistance. Assists attorneys by performing extensive and thorough research into legal decisions, opinions, and legislative history in the highly specialized area of patent law, patentability, and priority of invention. Prepares summaries of the factual and evidentiary information; ensures legal citations and quotations are adequate and accurate in terms of relevancy to cases; and prepares decisions for publications. Prepares routine draft decisions, opinions, and legal memoranda of factual and evidentiary information. Conducts extensive legal research using automated systems such as Westlaw, Lexis/Nexis, Shepards, The Federal Register, Congressional Record, Chisums, and other regulatory tools.

QUALIFICATIONS:

Must have had at least one year of experience, which has equipped them with particular knowledge, skills, and abilities to successfully perform the duties of the position. Such experience may include examining case files to determine issues and sufficiency of evidence or documentation; analyzing their applicability, completeness, and compliance with an extensive body of regulations and procedures; analyzing legal issues involved in requests for agency records; analyzing subpoenaed documents for possible patterns and trends relevant to litigation; conducting legal research; analyzing case law and administrative decisions; ascertaining the applicability of case law; identifying deficiencies in appeal and inter partes cases requesting additional information and remedial action and identifying timeframes available and fees for correction; maintaining a hard copy and automated transaction history for assigned cases; provided staff, public, applicants, and their representatives with assistance and information on status of

appeals, processing procedures, timeframes etc.; initiating additional fact-finding by agency in other offices; and preparing documents and assembling and arranging case files and exhibits.

Must have knowledge of patent laws, legal precedents governing patentability and priority of inventions, and the patent appeal process sufficient to perform recurring case development and resolve issues.

Must have skill in performing legal research using manual and automated tools, methods, and procedures (such as: Westlaw, Lexis/Nexis, Shepards, the Federal Register, Congressional Record, statutes, laws, rules and regulations).

Must have the ability to communicate effectively orally and in writing in order to properly convey legal information both in a formal and informal legal format.

Must have the ability to evaluate technical and legal information and to effectively summarize factual data derived from technical or legal sources.