

| | | | | | |
|--|--|--|--|--------------------------------|-----------------------|
| SOLICITATION, OFFER AND AWARD | | 1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | | RATING DO-C9 | PAGE OF PAGES 1 24 |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER N00173-07-R-JK04 | 4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP) | 5. DATE ISSUED 2/15/07 | 6. REQUISITION/PURCHASE NUMBER | |
| 7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3220.JK WASHINGTON DC 20375-5326 | | CODE N00173 | 8. ADDRESS OFFER TO (If other than Item 7) | | |

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

SOLICITATION

9. Sealed offers in original and 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 See Section L-2 until 4:00 pm local time 03/16/07
(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 Janiece Shall | B. TELEPHONE (NO COLLECT CALLS) | | | C. E-MAIL ADDRESS Janiece.Shall@nrl.navy.mil |
| | | AREA CODE 202 | NUMBER 767 | EXT. 3710 | |

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 | 11-15 |
| <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 | 2-3 | <input checked="" type="checkbox"/> | J | LIST OF ATTACHMENTS | 15 |
| <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 | 16 |
| <input checked="" type="checkbox"/> | F | DELIVERIES OR PERFORMANCE | 3-4 | <input checked="" type="checkbox"/> | L | INSTRS., CONDS., AND NOTICES TO OFFERORS | 16-22 |
| <input checked="" type="checkbox"/> | G | CONTRACT ADMINISTRATION DATA | 4-7 | <input checked="" type="checkbox"/> | M | EVALUATION FACTORS FOR AWARD | 23-24 |
| <input checked="" type="checkbox"/> | H | SPECIAL CONTRACT REQUIREMENTS | 7-11 | | | | |

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 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. |
| | | | |
| 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. | | <input type="checkbox"/> | 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) | |
| 24. ADMINISTERED BY (If other than Item 7) | CODE | 25. PAYMENT WILL BE MADE BY |
| | | CODE |
| 26. NAME OF CONTRACTING OFFICER (Type or print) | 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) | |
| | 28. AWARD DATE | |

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

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

B-1 SUPPLIES/SERVICES AND COSTS

| ITEM NUMBER | SUPPLIES/SERVICES | ESTIMATED COST | FIXED FEE | ESTIMATED COST PLUS FIXED FEE |
|---------------------------------------|---|----------------|------------|-------------------------------|
| BASIC 0001 | The Contractor shall provide Research and Development Engineering, Systems Analysis, and Program Management services in accordance with Section C. | \$ | \$ | \$ |
| 0002 | Data in accordance with Exhibit A (DD 1423). | NSP * | NSP | NSP |
| TOTAL EST. COST PLUS FIXED FEE | | \$ | \$ | \$ |

* *Not Separately Priced*

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

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

C-1 STATEMENT OF WORK

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

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

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

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

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

- 52.246-8 - Inspection Of Research And Development - Cost Reimbursement (MAY 2001)
52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

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. Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the day after the final delivery.

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

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

F-2 PERIOD AND PLACE OF PERFORMANCE

- (a) The term of this contract is from date of contract award through 12 months, with 4 options, which will extend the period of performance for an additional 12 months each, if exercised.
(b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Washington, D.C. 20375.

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

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

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

* is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. 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 the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

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

G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;

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

G-4 SUBCONTRACTORS/CONSULTANTS

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

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

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

G-5 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$* and it is estimated that this amount is sufficient for contract performance through * .
*(*this provision will be included and completed at time of award, if applicable)*

G-6 INFORMATIONAL SUBLINE ITEMS

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

G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)

If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN(s) cited on the contractor's invoice.

G-8 PAYMENT AND VOUCHER 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/>. If the contractor has not registered with WAWF, instructions for doing so 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 "Cost Voucher". When you enter the contract number, some of the other fields in the document may fill out automatically.

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

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the voucher. If more than one ACRN is cited, the voucher must indicate the amounts to be paid from each. Information may be obtained from the COR to assist the contractor in determining the appropriate ACRNs from which payment is to be made.

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: N00173 Extension 5700

Ship To Code DODAAC: N00173 Extension 5700

LPO DODAAC: N00173

Cage Code: [Use your company specific code.]

IMPORTANT: When submitting vouchers using WAWF, email notification is to be given to the COR identified in Section G of the contract. Utilize the "Send More Email Notifications" function in WAWF.

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.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

This is a *

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

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

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

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

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

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

The following are identified as key personnel: *

| Labor Category | First/M/Last Name |
|----------------|-------------------|
|----------------|-------------------|

| | |
|-------------------------|-------------------------------------|
| Analog/Digital Engineer | (*To be completed at time of award) |
| Software Engineer | (*To be completed at time of award) |

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

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 11,040 total hours of direct labor for the basic award, and approximately 11,040 total hours for each option, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of 920 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.
- (c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.
- (d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.
- (e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.
- (f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the

Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

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

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

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

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

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

| Labor Category | Basic | Option I | Option II | Option III | Option IV |
|-------------------------|---------------|---------------|---------------|---------------|---------------|
| RF Engineer | 1920 | 1920 | 1920 | 1920 | 1920 |
| Analog/Digital Engineer | 1920 | 1920 | 1920 | 1920 | 1920 |
| Software Engineer | 1920 | 1920 | 1920 | 1920 | 1920 |
| Computer Scientist | 3840 | 3840 | 3840 | 3840 | 3840 |
| Electronics Technician | 960 | 960 | 960 | 960 | 960 |
| Mechanical Technician | 480 | 480 | 480 | 480 | 480 |
| Total | 11,040 | 11,040 | 11,040 | 11,040 | 11,040 |

H-4 ONR 5252.235-9714 - REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

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

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

First Option

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

Second Option

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

Third Option

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

Fourth Option

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

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

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

possession and control of the NRL for property responsibility and accountability purposes.

H-8 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's ORCA Representations and Certifications valid from * to * are incorporated herein by reference. The DFARS and Contract Specific Representations and Certifications dated *are hereby incorporated by reference.

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

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

| <u>FAR CLAUSE</u> | <u>TITLE</u> |
|-------------------|---|
| 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 (SEP 2006) |
| 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 (SEP 2005) |
| 52.204-2 | - Security Requirements (AUG 1996) |
| 52.204-4 | - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000) |
| 52.204-7 | - Central Contractor Registration (JUL 2006) |
| 52.204-9 | - Personal Identity Verification Of Contractor Personnel (NOV 2006) |
| 52.209-6 | - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006) |
| 52.211-15 | - Defense Priority And Allocation Requirements (SEP 1990) |
| 52.215-2 | - Audit And Records-Negotiation (JUN 1999) |
| 52.215-8 | - Order Of Precedence - Uniform Contract Format (OCT 1997) |
| 52.215-11 | - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997) |
| 52.215-13 | - Subcontractor Cost Or Pricing Data Modifications (OCT 1997) |
| 52.215-14 | - Integrity Of Unit Prices (OCT 1997) |
| 52.215-15 | - Pension Adjustments And Asset Reversions (OCT 2004) |

- 52.215-17 - Waiver Of Facilities Capital Cost Of Money (OCT 1997)
(*will be included if the successful offeror does not propose facilities capital cost of money*)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 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 (SEP 2006) - Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (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 (SEP 2006)
- 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 (SEP 2006)
- 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 (FEB 2006)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
(*will be included if the successful offeror is a small business or a non-profit organization*)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
(*will be included if the successful offeror is not a small business or a non-profit organization*)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)

- 52.230-6 - Administration Of Cost Accounting Standards (APR 2005)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003) Alternate I(FEB 2002)
- 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) - Alternate I (JUN 1985)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (MAR 2005)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (SEP 2006)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (MAY 2004)
- 52.245-9 - Use And Charges (AUG 2005)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (FEB 2006)
- 52.247-63 - Preference For U. S. Flag Air Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
- 52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2004)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A (NOV 2003)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)

- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7012 - Preference For Certain Domestic Commodities (JUN 2004)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 2005)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (MAR 2006) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7000 - Notice Of Historically Black College Or University And Minority Institutions Set Aside (APR 1994)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (OCT 2003)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995) - Alternate I (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7037 - 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 (MAY 2006)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (NOV 2005)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (NOV 2004)

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 -5 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 2 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 004-07 Dated 1/12/07, 2 Pages.
- J-3** Attachment (3) – Personnel Qualifications, 2 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data- 1 page. *
(To be included at time of award)*

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

K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

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 (MAY 2004)

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is 541330
 (2) The small business size standard is \$4,500,000.00

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)
 52.215-1 - Instructions To Offerors- Competitive Acquisition (JAN 2004)
 52.215-5 - Facsimile Proposals (OCT 1997)
 Paragraph (c) is completed as follows: (202) 767-0430 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to Janiece.Shall@nrl.navy.mil (primary) or Jan.Bays@nrl.navy.mil (alternate) in either Microsoft Word (2000 or earlier) or pdf format.
 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 (OCT 2006)

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 delivery services shall be addressed:

Contracting Officer, ATTN: Code 3220.JK
RFP No. N00173-07-R-JK04 **Closing Date:** **Time: 4:00pm**
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>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

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) See Section L-13, Volume II-Business Proposal

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

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

L-6 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability Office(GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

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

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

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

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

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

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

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- ***** Enter "none" when all data or software will be submitted without restrictions.

Date _____
 Printed Name and Title _____

 Signature _____

(End of identification and assertion)

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

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

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

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

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the contact location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11 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, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES .

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

A. PERSONNEL QUALIFICATIONS

Provide resumes for all technical personnel that demonstrate how the proposed personnel meet the qualifications as shown in the Personnel Qualifications, Attachment 3. Resumes must clearly cite education, clearances and relevant work experience in the required task areas.

B. TECHNICAL UNDERSTANDING

Provide documentation to demonstrate a clear understanding of the disciplines and skill sets required to perform maintenance and repairs/corrective action, set-up configure, verify and operate, and develop new EW simulations (hardware, software, hybrid and closed-loop), and simulation components and advanced simulation capabilities as shown in the Statement of Work, Attachment 1. The documentation must also demonstrate a clear understanding of the disciplines and skill sets required to support EW reverse engineering programs, the dynamic nature and widely varying scope of NRL's R&D efforts, and must clearly indicate that NRL's "Requirements for On-Site Contractors" will be satisfied.

C. MANAGEMENT AND CORPORATE EXPERIENCE

Provide documentation to demonstrate how the staff will be managed, management on a part-time basis, management of travel and purchase costs, a management structure that will insure reporting

requirements are followed, how the support staff will be readily adapted to changing NRL requirements, how the coordination with NRL staff will be accomplished, the corporate experience in providing R&D support, particularly in the EW arena, and overall organization structure and experience.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2001), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

L-14 MATERIAL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

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

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

| | |
|----------------------------|--------------|
| Basic: | \$100,000.00 |
| Option I (if exercised): | \$100,000.00 |
| Option II: (if exercised) | \$100,000.00 |
| Option III: (if exercised) | \$100,000.00 |
| Option IV: (if exercised) | \$100,000.00 |

L-15 TRAVEL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

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

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

| | |
|----------------------------|-------------|
| Basic: | \$25,000.00 |
| Option I (if exercised): | \$25,000.00 |
| Option II: (if exercised) | \$25,000.00 |
| Option III: (if exercised) | \$25,000.00 |
| Option IV: (if exercised) | \$25,000.00 |

L-16 MANAGEMENT

The anticipated size and composition of the contractor's staff will not require a dedicated, on-site manager. While the contractor will need to provide oversight of its employees and perform routine administrative duties such as timekeeping, purchasing and reporting, these functions are anticipated to require no more than 20% of full time (i.e., 8 hours per week). Many of these can easily be accomplished off-site, especially given the flexibilities provided by e-mail, facsimile machines and telephones.

The necessary management and administrative costs cannot be separately billed under this contract. When applicable, they can be included in the cost of the technical staff that is performing the required technical support.

**SECTION M
EVALUATION FACTORS FOR AWARD**

M-1 EVALUATION

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

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The Personnel Qualifications factor is of more importance than Technical Understanding and Management Plan. Technical Understanding and Management Plan are of equal importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

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

(2) TECHNICAL UNDERSTANDING

Evaluation will be based on the demonstrated overall ability to understand, and accomplish the technical tasks in the SOW and the ability to meet NRL's "Requirements for On-Site Contractors".

(3) MANAGEMENT AND CORPORATE EXPERIENCE

Evaluation will be based on the extent of corporate experience in performing, accomplishing, and managing projects related specifically to tasks in the SOW and specifically R&D support, the extent of staff management (including off-site management on a part-time basis), the ability to follow NRL's requirement for advance authorization of travel and purchase costs, the ability to insure reporting requirements are followed, the ability and a clear demonstration of the support staff to readily adapt to changing NRL requirements, and the extent of organization structure and experience to meet NRL's requirements.

M-2-2 COST TO THE GOVERNMENT

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

M-2-3 SMALL BUSINESS PARTICIPATION

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

in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

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

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

STATEMENT OF WORK ENGINEERING SUPPORT FOR TACTICAL ELECTRONIC WARFARE SIMULATION

1.0 BACKGROUND

Within the Naval Research Laboratory (NRL), the Tactical Electronic Warfare Division (TEWD) is responsible for research, development, test and evaluation (RDT&E) activities that support the Navy's electronic protection (EP) and electronic attack (EA) systems, their capabilities and the associated tactics. Studies, analyses, and simulations are performed to determine and improve the effectiveness of these systems. A major focus is advancing the electronic warfare (EW) state-of-the-art in order to protect the warfighter from newly fielded and emerging/potential threats.

The Integrated Electronic Warfare Simulation (IEWS) Branch is one of seven major elements of the TEWD. The IEWS Branch mission is to execute a multifaceted simulation program to advance U.S. Navy EW RDT&E. Under OPNAV sponsorship, the Branch provides for the research, development, operation and maintenance of RF anti-ship missile simulators, a large hardware-in-the-loop simulation facility (the Central Target Simulator) and specially-configured flying EW laboratories (currently hosted on NP-3D and Learjet platforms). In cooperation with the Office of Naval Intelligence, the Branch also maintains significant expertise to review threat capabilities and identify potential design weaknesses. The Branch simulation assets directly support the effectiveness evaluation of current and future EW systems and techniques in the RF domain.

The other elements of the TEWD are the Off-Board Countermeasures Branch, the EW Support Measures Branch, the Aerospace EW Systems Branch, the Surface EW Systems Branch, the Advanced Techniques Branch and the EW Modeling/Simulation Branch. Each of these organizational components is focused on a particular aspect of Navy EW.

The contractor supporting these efforts must provide a technical team that possesses significant skill and expertise in EW simulation, testing and effectiveness evaluation. While clearly desirable, knowledge of the specific hardware simulators, hardware and software simulation components and facilities at NRL is not essential. Proposals should clearly identify the composition of the contractor's proposed staff and cite the relevant background and experience information that show how NRL's engineering support requirements will be satisfied.

2.0 SCOPE

The TEWD and the IEWS Branch are seeking contractor assistance in a variety of scientific and engineering disciplines related to EW. Contractor personnel will supplement the NRL staff in executing a wide variety of EW programs that address Navy priorities. The vast majority of the contractor's personnel will work on site at NRL's Washington DC facility, as success will often require ongoing technical collaboration with NRL engineers and access to the specialized research equipment and facilities that cannot easily be replicated. Most of the work is classified at the Secret level; some work at higher security levels is anticipated. To the greatest extent possible, the contractor will be provided advance notice of work areas that require higher clearance levels and the anticipated personnel requirements for these tasks. For flexibility, the contractor may opt to obtain higher clearances for some or all of its personnel. All on-site personnel will require a security clearance (minimum of interim Secret). The support contract will initially have a one (1) year period of performance. There will be four (4) options, each of which will extend the period of performance by one (1) year.

The contractor shall provide research and engineering services in support of these basic task areas:

- Task 1 - Simulation Maintenance
- Task 2 - Simulation Operation
- Task 3 - Simulation Development
- Task 4 - Reverse Engineering
- Task 5 - Other Engineering Support

Engineering support is required for the operation, maintenance and improvement of the Central Target Simulator (CTS) Facility. The CTS is a closed-loop simulation facility that is used to evaluate the effectiveness of countermeasures in defeating RF-guided anti-ship missiles. The Facility is built around a 114-ft × 127-ft × 38-ft high shielded anechoic chamber. A spherical array of 225 dual-polarized antennas is used to simulate (and radiate) the RF environment that the missile encounters in an engagement. Two independent feed networks distribute time and space coincident signals. The RF generation subsystem is synchronized to the missile radar in time and frequency. State-of-the-art modulation equipment replicates the characteristics of ship and decoy echoes, correctly triggering target discriminates. External RF inputs allow jamming signals to be included in the simulation. Missile hardware is mounted 75 ft from the array on a three-axis flight motion simulator. The loop between the missile and the facility is closed through a dual Xeon computer. This computer is programmed with a 6-degree of freedom aerodynamics/autopilot model that interacts with the guidance hardware in response to the RF stimuli. Simulations run in real time at update rates of up to 1000 Hz.

Facility subsystems are computer controlled and communicate with the simulation control computer using a VMIC fiber optic based reflective memory system and custom DLLs. Using custom hardware, firmware and software, the subsystems perform specialized functions such as data acquisition, flight motion simulator interface, target generation/timing and array/amplifier control. In addition to closed-loop simulations, a NRL-developed battery of open-loop characterization tests is used to evaluate the performance of the missile radar subsystems, identifying design features, vulnerabilities, or limitations for potential exploitation by EW tactics and techniques. Facility software is written in a number of languages that include Visual Basic, C, C++, Microsoft Visual Studio, LabView, LabWindows/CVI, HTML, JavaScript and FORTRAN. The Altera family of programmable logic array devices is used in several applications within CTS, as well as in a variety of prior and current projects within the IEWS Branch.

Contractor assistance is anticipated in operating, maintaining and developing other types of EW simulations and components of these simulations. Hardware RF anti-ship missile (ASM) simulators will be maintained and operated in support of Navy EW RDT&E requirements. As required, new simulators will be designed, constructed and verified. Hardware and/or computer-based simulator control panels will be designed, built and maintained. Computerized control panels are typically built using a combination of custom and COTS hardware; recently developed panels have used hardware from National Instruments. Software simulations of one or more aspects of an ASM engagement or an ASM component will be developed, maintained and operated.

3.0 TASK DESCRIPTIONS

3.1 Task 1 – Simulation Maintenance

The contractor will provide experienced RF engineers, analog/digital engineers, software engineers, computer scientists, electronics technicians and mechanical technicians to support the maintenance of existing EW simulations and simulation components within the IEWS Branch and the TEWD. Contractor personnel will work alone or with the NRL staff to perform preventative maintenance on hardware simulators (and the associated control panels), digital simulations, hybrid simulations (i.e., a combination

of hardware, software and firmware components), CTS closed-loop simulations and simulation components (e.g., data acquisition systems and subsystem controllers) according to established cycles, research requirements and funding. In those situations where software is involved, maintenance may be associated with computer operating system(s), compilers, interface(s) to external components (e.g., VMIC, serial, parallel, USB, Firewire, Front Panel Data Port (FPDP), etc.), firmware and custom simulation software. Maintenance activities may be externally driven (e.g., preparation for a major test) or they may be required in order to identify operational issues that will subsequently be isolated, corrected and verified. Contractor personnel must be skilled in using general purpose test equipment including, but not limited to oscilloscopes, pulse and signal generators, spectrum analyzers, network analyzers and logic analyzers in order to effectively meet NRL's requirements. In addition, contractor personnel will need to be proficient in programming languages that include Visual Basic, C, C++, Microsoft Visual Studio, LabView, LabWindows/CVI, HTML, JavaScript and FORTRAN and operating systems such as Windows 2000, Windows XP, VxWorks and Linux. All work will be performed in a manner that is consistent with good engineering practice and commercial standards. Travel may be required for this task.

3.2 Task 2 – Simulation Operation

The contractor will provide experienced engineers and technicians to work with NRL personnel in operating EW simulations in support of Navy RDT&E. The contractor's efforts may include the setup, configuration and verification of the simulation or components of the simulation. The contractor may assist with or be totally responsible for developing test plans. During the experiments the contractor may operate one or more components of the simulation, provide a summary of the results immediately following each run and document results and observations in a test log. If questionable results arise, the contractor may be involved in the effort to verify that the simulation is operating correctly. Following an experiment the contractor may perform data reduction, analysis and reporting activities. Oral presentations may be required. Contractor personnel must be skilled in using general purpose test equipment such as oscilloscopes, pulse and signal generators, spectrum analyzers, network analyzers and logic analyzers in order to effectively meet the requirements of this task. Field and flight test support will often require travel. The contractor will obtain the special clearances and/or certifications that may be necessary in order to work on Navy and civilian contractor-owned aircraft and ships. Work may be performed alone or in conjunction with NRL staff. Sponsor personnel may be involved, along with personnel from other Navy/DoD components, other U.S. government personnel, other government contractors, foreign government personnel and foreign government contractors. All work will be performed in a manner that is consistent with good engineering practice and commercial standards.

3.3 Task 3 – Simulation Development

The contractor will provide skilled RF engineers, analog/digital engineers, software engineers, computer scientists, electronics technicians and mechanical technicians to support NRL's development of new EW simulations, simulation components and advanced simulation capabilities. The contractor may provide support for the development of new hardware threat simulators and/or control panels. The contractor may support the development of new software simulations for an entire threat missile or a component of a missile. The resulting software may then be integrated with and used in the CTS Facility or it may be included in an all digital simulation. The contractor may support the development of new hybrid simulations. The contractor may support the development of advanced simulation capabilities to be applied to CTS, all digital and hybrid simulations. Simulation development efforts may require the design and fabrication of custom printed circuit boards, wiring assemblies, programmable logic array firmware and software. Contractor personnel must be skilled in using general purpose test equipment including, but not limited to oscilloscopes, pulse and signal generators, spectrum analyzers, network analyzers and logic analyzers in order to effectively meet NRL's requirements. In addition, contractor

personnel will need to be proficient in programming languages that include Visual Basic, C, C++, Microsoft Visual Studio, LabView, LabWindows/CVI, HTML, JavaScript and FORTRAN. All work will be performed in a manner that is consistent with good engineering practice and commercial standards. Work may be performed alone or in conjunction with NRL staff. Sponsor personnel may be involved, along with personnel from other Navy/DoD components, other U.S. government personnel, other government contractors, foreign government personnel and foreign government contractors.

3.4 Task 4 – Reverse Engineering

The contractor will provide skilled RF engineers, analog/digital engineers, software engineers, computer scientists and electronics technicians to support NRL's EW reverse engineering programs. Contractor personnel must be skilled in using general purpose test equipment including, but not limited to oscilloscopes, pulse and signal generators, spectrum analyzers, network analyzers and logic analyzers in order to effectively meet these requirements. Documentation is the primary outcome of this type of work. Contractor personnel must be skilled in the use of commercial software applications for generating schematic drawings, block diagrams, flow charts and narrative text to generate accurate and thorough documentation. Work may be performed alone or in conjunction with NRL staff. Sponsor personnel may be involved, along with personnel from other Navy/DoD components, other U.S. government personnel, other government contractors, foreign government personnel and foreign government contractors. All work will be performed in a manner that is consistent with good engineering practice and commercial standards. Special clearances may be required for this work.

3.5 Task 5 – Other Engineering Support

The contractor may need to provide specialized engineering talent to augment NRL personnel in meeting other Navy RDT&E requirements that do not fall within the above task areas. As examples of such support, personnel with specialized qualifications and background may be required in order for NRL to provide support to the Office of Naval Intelligence and other external organizations. Skills such as technical writing and presentation development may be crucial to providing the requisite technical support on this task. Such support may involve hardware and capability analysis, EW program planning and test resource planning/development. Travel and special clearances may be required. Work may be performed alone or in conjunction with NRL staff. Sponsor personnel may be involved, along with personnel from other Navy/DoD components, other U.S. government personnel, other government contractors, foreign government personnel and foreign government contractors. All work will be performed in a manner that is consistent with good engineering practice and commercial standards.

4.0 INCREMENTAL FUNDING

This contract is expected to be funded incrementally. At the time of each funding award, the Contracting Officer's Representative (COR) will provide detailed information concerning the specific project or work area, the technical objective(s) to be satisfied, the anticipated level of effort and the period during which the requisite support is to be provided. The contractor will be required to manage its personnel and the associated level-of-effort in a manner that is consistent with the funding that has been provided (i.e., implement standard earned value management concepts). The contractor's monthly invoices and financial reports should accurately reflect the effort expended in each work area and bill against the appropriate funding source(s).

5.0 PURCHASES AND TRAVEL

The contractor may be required to provide equipment and/or materials in order to perform the required research. The request for purchase authorization shall be submitted to the COR (e-mail preferred) prior to

making the purchase. It should include at a minimum a description of the item(s) to be purchased, the work area requiring the purchase and the anticipated cost. All purchases shall remain the property of the government and shall be suitably marked. Upon conclusion or termination of the contract, all materials shall be delivered to the COR. Under extenuating circumstances (rare) advance approval of purchases by the COR may not be possible; should this situation arise, the COR must be notified of the purchase as soon as possible.

The contractor's staff may need to travel in order to support NRL's research activities (e.g., simulator operation during field/flight tests). When travel is required, the contractor shall submit a cost estimate to the COR and obtain COR authorization prior to finalizing arrangements and embarking. Travel costs billed to the contract should comply with the appropriate sections of the FAR, as well as the Navy and DoD supplements to the FAR. If emergency travel arises and advance approval of the COR cannot be obtained, notification should be provided as soon as possible.

General training and employee development costs are not a part of this statement of work and cannot be billed to NRL via any contract resulting from this Statement of Work. Examples include software development environments (C, Labview, etc.), engineering tools (Orcad, Quartus, etc.) and test equipment familiarization. Contractor personnel may enroll and participate in these development activities provided they do not significantly impact progress on R&D support tasking and all costs (labor, travel, registration fees, etc.) are borne by the contractor.

6.0 GOVERNMENT FURNISHED SUPPLIES AND EQUIPMENT

For contractor personnel working on-site at NRL's Washington DC facility, most of the day to day general office needs will be provided by the government. Items such as desks, chairs, telephones, computers, printers, e-mail accounts, access to facsimile machines and copiers and common office supplies will be supplied by NRL at no cost to the contractor. General purpose and specialized engineering test equipment and related supplies will also be provided by NRL.

7.0 DELIVERABLES

The primary deliverable under this contract is the technical support for NRL's research, development and test programs. The contractor is expected to reasonably document research efforts as the work is being performed. Documentation will be produced in a manner that is consistent with commercial practices, NRL's funding and the project schedule. A formal report by the contractor for each project or program is not required. A report is not required for the contract, either. In some cases a research program may require a manual, presentation or report and the contractor may be requested to provide supporting information to enable the NRL staff to generate this end product.

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 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 the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

| | | |
|--|------------------------|---|
| A. CONTRACT LINE ITEM NO. 0002 | B. EXHIBIT A | C. CATEGORY: TDP <input checked="" type="checkbox"/> TM _____ OTHER _____ |
|--|------------------------|---|

| | | |
|---|---|----------------------|
| D. SYSTEM/ITEM Engineering Support-Tactical EW Sim. | E. CONTRACT/PR NO. 57-6018-07 | F. CONTRACTOR |
|---|---|----------------------|

| | | |
|---------------------------------|---|--------------------|
| 1. DATA ITEM NO. A001 | 2. TITLE OF DATA ITEM Technical Status Report | 3. SUBTITLE |
|---------------------------------|---|--------------------|

| | | |
|--|--|---|
| 4. AUTHORITY (Data Acquisition Document No.) N/A | 5. CONTRACT REFERENCE SOW Paragraph 11.0 | 6. REQUIRING OFFICE NRL Code 5762 |
|--|--|---|

| | | | | | | | |
|----------------------------|--|-------------------------------------|--|-------------------------|------------------|--------------|--------------|
| 7. DD 250 REQ NO | 9. DIST STATEMENT REQUIRED N/A | 10. FREQUENCY MTHLY | 12. DATE OF FIRST SUBMISSION see BLK 16 | 14. DISTRIBUTION | | | |
| 8. APP CODE N/A | | 11. AS OF DATE see BLK 16 | 13. DATE OF SUBSEQUENT SUBMISSION see BLK 16 | a. ADDRESSEE | b. COPIES | | |
| | | | | | Draft | Final | |
| | | | | | | Reg | Repro |

| | |
|--|--------------------|
| 16. REMARKS The technical status report will be submitted by the 25th of the month and will summarize progress and any major unresolved problems for the prior 30 day period. Plans for the coming 30 day period should also be addressed, particularly when significant changes to the direction of work and/or staff composition are anticipated. The technical status report will cover the efforts of the contractor's employees, along with that of any consultants or subcontractors. The report will be organized according to active projects and/or work areas. This is a management level report that will be used by the COR and NRL management to manage and report on research activities; significant amounts of technical detail are discouraged. The report is to be submitted electronically to the COR, preferably via e-mail. The report must be viewable and printable using common desktop applications such as Word, Excel and Acrobat. To the greatest extent possible, the report should be submitted in a read-only format to minimize the possibility of inadvertent modification. | 15. TOTAL → |
| | 1 |

| |
|------------------------|
| 17. PRICE GROUP |
|------------------------|

| |
|----------------------------------|
| 18. ESTIMATED TOTAL PRICE |
|----------------------------------|

| | | |
|---------------------------------|---|--------------------|
| 1. DATA ITEM NO. A002 | 2. TITLE OF DATA ITEM Financial Status Report | 3. SUBTITLE |
|---------------------------------|---|--------------------|

| | | |
|--|--|---|
| 4. AUTHORITY (Data Acquisition Document No.) N/A | 5. CONTRACT REFERENCE SOW Paragraph 11.0 | 6. REQUIRING OFFICE NRL Code 5762 |
|--|--|---|

| | | | | | | | |
|----------------------------|--|-------------------------------------|--|-------------------------|------------------|--------------|--------------|
| 7. DD 250 REQ NO | 9. DIST STATEMENT REQUIRED N/A | 10. FREQUENCY MTHLY | 12. DATE OF FIRST SUBMISSION see BLK 16 | 14. DISTRIBUTION | | | |
| 8. APP CODE N/A | | 11. AS OF DATE see BLK 16 | 13. DATE OF SUBSEQUENT SUBMISSION see BLK 16 | a. ADDRESSEE | b. COPIES | | |
| | | | | | Draft | Final | |
| | | | | | | Reg | Repro |

| | |
|--|--------------------|
| 16. REMARKS The financial status report will be submitted by the 10th of the month and will provide details on the costs incurred during the prior month. It will show the number of hours and the associated cost for each employee, consultant or subcontractor on a per task/work area basis. These labor costs should be clearly divided between the on-site and the off-site staff. Purchases and travel expenses shall also be cited and allocated to the proper task/work area. The financial report must be consistent with the contractor's monthly invoice. The financial report must also summarize the status of any consultant agreements and/or subcontracts by including the current period of performance, amount authorized, amount expended and amount remaining. The contractor is encouraged to note major pending expenses at the bottom of the financial report. The report is to be submitted electronically to the COR, preferably via e-mail. The report must be viewable and printable using common desktop applications such as Word, Excel and Acrobat. To the greatest extent possible, the report should be submitted in a read-only format to minimize the possibility of inadvertent modification. | 15. TOTAL → |
| | 1 |

| |
|------------------------|
| 17. PRICE GROUP |
|------------------------|

| |
|----------------------------------|
| 18. ESTIMATED TOTAL PRICE |
|----------------------------------|

| | | | |
|-----------------------------------|----------------|-----------------------|----------------|
| G. PREPARED BY Code5762 | H. DATE | I. APPROVED BY | J. DATE |
|-----------------------------------|----------------|-----------------------|----------------|

| | | | | | | | |
|---|---|-------------------------------------|--|---|---|-------------------------------------|-------------------------------------|
| DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i> | | | | 1. CLEARANCE AND SAFEGUARDING SER:004-07 a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;">Top Secret</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;">None</p> | | | |
| 2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i> | | | 3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i> | | | | |
| | a. PRIME CONTRACT NUMBER | <input checked="" type="checkbox"/> | a. ORIGINAL <i>(Complete date in all cases)</i> | DATE (YYYYMMDD) 20070112 | | | |
| | b. SUBCONTRACT NUMBER | | b. REVISED <i>(Supersedes all previous specs)</i> | REVISION NO. | DATE (YYYYMMDD) | | |
| <input checked="" type="checkbox"/> | c. SOLICITATION OR OTHER NUMBER 57-6018-07 | DUE DATE (YYYYMMDD) | c. FINAL <i>(Complete Item 5 in all cases)</i> | | DATE (YYYYMMDD) | | |
| 4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract. | | | | | | | |
| 5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____. | | | | | | | |
| 6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i> | | | | | | | |
| a. NAME, ADDRESS, AND ZIP CODE | | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> | | | | |
| For RFP purposes only, not valid for actual contract. | | | | | | | |
| 7. SUBCONTRACTOR | | | | | | | |
| a. NAME, ADDRESS, AND ZIP CODE | | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> | | | | |
| | | | | | | | |
| 8. ACTUAL PERFORMANCE | | | | | | | |
| a. LOCATION | | b. CAGE CODE | c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> | | | | |
| | | | | | | | |
| 9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Provide R&D scientific and engineering support services to Codes 5760 and 5700. | | | | | | | |
| 10. CONTRACTOR WILL REQUIRE ACCESS TO: | | YES | NO | 11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL: | | YES | NO |
| a. | COMMUNICATIONS SECURITY (COMSEC) INFORMATION | | <input checked="" type="checkbox"/> | a. | HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY | <input checked="" type="checkbox"/> | |
| b. | RESTRICTED DATA | | <input checked="" type="checkbox"/> | b. | RECEIVE CLASSIFIED DOCUMENTS ONLY | | <input checked="" type="checkbox"/> |
| c. | CRITICAL NUCLEAR WEAPON DESIGN INFORMATION | | <input checked="" type="checkbox"/> | c. | RECEIVE AND GENERATE CLASSIFIED MATERIAL | | <input checked="" type="checkbox"/> |
| d. | FORMERLY RESTRICTED DATA | | <input checked="" type="checkbox"/> | d. | FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE | | <input checked="" type="checkbox"/> |
| e. | INTELLIGENCE INFORMATION | | | e. | PERFORM SERVICES ONLY | | <input checked="" type="checkbox"/> |
| | (1) Sensitive Compartmented Information (SCI) | <input checked="" type="checkbox"/> | | f. | HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES | <input checked="" type="checkbox"/> | |
| | (2) Non-SCI | <input checked="" type="checkbox"/> | | g. | BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER | | <input checked="" type="checkbox"/> |
| f. | SPECIAL ACCESS INFORMATION | <input checked="" type="checkbox"/> | | h. | REQUIRE A COMSEC ACCOUNT | | <input checked="" type="checkbox"/> |
| g. | NATO INFORMATION | <input checked="" type="checkbox"/> | | i. | HAVE TEMPEST REQUIREMENTS | | <input checked="" type="checkbox"/> |
| h. | FOREIGN GOVERNMENT INFORMATION | <input checked="" type="checkbox"/> | | j. | HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS | | <input checked="" type="checkbox"/> |
| i. | LIMITED DISSEMINATION INFORMATION | | <input checked="" type="checkbox"/> | k. | BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE | | <input checked="" type="checkbox"/> |
| j. | FOR OFFICIAL USE ONLY INFORMATION | <input checked="" type="checkbox"/> | | l. | OTHER <i>(Specify)</i> | | |
| k. | OTHER <i>(Specify)</i> | | | | | | |

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

Commanding Officer, Naval Research Laboratory, Code 5762, 4555 Overlook Avenue, S.W., Washington, DC 20375-5320

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

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

1. Specifically designated contractor personnel assigned to this contract must possess a final DoD granted personnel security clearances commensurate with the level of access required. The number of clearances requested from DSS must be limited; it is anticipated the number of TOP SECRET clearances will not exceed six. NATO briefings required.
2. Contractor will be not be required to receive, generate, or have custody of classified material at the contractor's facility.
3. Need-to-know certifications for visit requests to other DoD contractor facilities, or for obtaining documentation/information, will be processed through the official named in Item 16a.
4. For technical information please contact the COR, Donald W. Kahl, Code 5762, at 202-767-2208.
5. A visit request is required for all personnel assigned to this contract (cleared and uncleared). Visit requests for uncleared personnel should identify specific duty or duties to be performed in conjunction with this contract. Uncleared personnel will be subject to a facility access determination. Foreign nationals are not authorized to work on this contract without prior consent of contract facility, sponsor (if applicable), COR and the official named in 16a.
6. Proprietary, Privacy Act or For Official Use Only Information associated with this contract, must be handled and controlled in accordance with SECNAVINST 5510.36.
7. Forward copy of subcontractor DD 254's issued incident to this contract to the official shown in Item 16a, below. 9. The Security point of contact for this contract is the official named in 16a below.

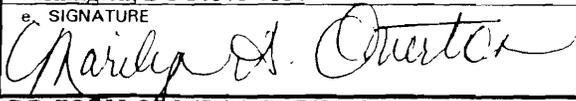
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
(*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide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

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

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

| | | |
|---|---|--|
| a. TYPED NAME OF CERTIFYING OFFICIAL MARILYN S. OVERTON | b. TITLE Contracting Officer, Security | c. TELEPHONE (<i>Include Area Code</i>) (202) 767-0793/2376 |
|---|---|--|

d. ADDRESS (*Include Zip Code*)
Naval Research Laboratory
4555 Overlook Avenue, SW
Washington, DC 20375-5320

e. SIGNATURE


17. REQUIRED DISTRIBUTION

- | | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | a. CONTRACTOR |
| <input type="checkbox"/> | b. SUBCONTRACTOR |
| <input checked="" type="checkbox"/> | c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR |
| <input type="checkbox"/> | d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION |
| <input type="checkbox"/> | e. ADMINISTRATIVE CONTRACTING OFFICER |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1223, 5700, 5706 |

MINIMUM PERSONNEL QUALIFICATIONS

Personnel meeting the following qualifications will be required to satisfy the NRL's research and development requirements. The size and composition of the contractor's staff will likely be dynamic. The contractor is expected to reassign staff members to other work when their skill sets are no longer needed to meet the support requirements of this contract. In addition, it is desirable for the contractor to maintain a pool of qualified personnel such that new support requirements can be met quickly.

1.1 RF Engineer

Education: Bachelor's degree in Electrical Engineering
Experience: Ten (10) years of experience (seven (7) if individual has a Master's degree) in developing and implementing solutions to EW simulation requirements in the 8-18 GHz frequency range; skilled at use of test equipment; knowledgeable of hardware-based EW simulation concepts and methodologies. Experience in documenting work products for long term support and configuration management.
Clearance: Secret

1.2 Analog/Digital Engineer

Education: Bachelor's degree in Electrical/Electronic Engineering
Experience: Seven (7) years of experience (five (5) if individual has a Master's degree) in developing and implementing unique analog/digital solutions to EW simulation requirements; skilled in the design and layout of custom printed circuit boards; skilled at firmware development for programmable logic arrays. Experience in documenting work for long term support and configuration management.
Clearance: Secret

1.3 Software Engineer

Education: Bachelor's degree in an engineering field such as Electrical/Electronic, Computer or Software or a science field such as Physics, Aerodynamics or Applied Math.
Experience: Seven (7) years of experience (five (5) if individual has a Master's degree) in computer-based modeling and simulation using a mix of languages/environments such as: C, C++, FORTRAN, MATLAB, Visual Basic, LabView, LabWindows/CVI, Microsoft .NET environment, real-time OS such as VxWorks, as well as languages for special purpose processors such as DSPs. Knowledgeable of hardware-in-the-loop real-time simulation concepts, high speed interfaces and computer-based data acquisition systems. Experience in developing stand alone programs that interface with and/or control low level hardware via standard drivers or may include development of drivers for unique devices. Experience in software documentation and configuration management. Experience in developing routines, modules or classes for more extensive software programs as part of a team environment where adherence to project standards is crucial.
Clearance: Secret

1.4 Computer Scientist

Education: Bachelor's degree in Computer Science
Experience: 5 years of experience in computer modeling and simulation using C, C++, Visual Basic, LabView, LabWindows/CVI and FORTRAN; knowledgeable of hardware-in-

the-loop real-time simulation concepts, high speed interfaces and computer-based data acquisition systems; familiar with fiber optic reflective memory networks such as VMIC and/or SCRAMNet.

Clearance: Secret

1.5 Electronics Technician

Education: Associates degree or certificate from trade school, military training or equivalent experience

Experience: 3 years of experience in designing and fabricating cable harnesses and custom electrical/electronic hardware in a research environment; skilled at printed circuit board layout and assembly; familiar with engineering applications such as Orcad and PADS.

Clearance: Secret

1.6 Mechanical Technician

Education: Associates degree or certificate from trade school, military training or equivalent experience

Experience: 3 years of experience in designing and fabricating custom assemblies in specialized research and development environments. Skilled at the use of common shop equipment to include mills, welders, brakes and material handling equipment.

Clearance: Secret