

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 28
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-07-R-SE04	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 3/13/2007	6. REQUISITION/PURCHASE NUMBER 81-5004-07	
7. ISSUED BY NAVAL RESEARCH LABORATORY CONTRACTS CODE 3235 BLDG 1008 STENNIS SPACE CENTER MS 39529			CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8. or if handcarried, in the depository located in See Section L-2 until 4:00 pm local time 4/30/2007  
(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 ERIC SOGARD	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS esogard@nrlssc.navy.mil
		AREA CODE 228	NUMBER 688	EXT. 5980	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	12-16
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	2-3	X	J	LIST OF ATTACHMENTS	17
X	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE	3	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18
X	F	DELIVERIES OR PERFORMANCE	4				
X	G	CONTRACT ADMINISTRATION DATA	4-8	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	19-26
X	H	SPECIAL CONTRACT REQUIREMENTS	8-12	X	M	EVALUATION FACTORS FOR AWARD	27-28

**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
-------------------------------------------------------------------------	----------------------------------------------------------	-----------------------------------------------	-----------------------------------------------	--------------------------------------------

14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
----------------------------------	------	----------	--------------------------------------------------------------------------

15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	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) <input checked="" type="checkbox"/> ITEM
-------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------

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

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

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

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

**B-1 SUPPLIES/SERVICES AND COSTS**

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATE DCOST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall Conduct basic and applied Research and development In accordance with Attachment (1) and Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>		\$	\$	\$

\* *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>

**C-3 SUBCONTRACTING PLAN**

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

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

**SECTION D  
PACKAGING AND MARKING**

**D-1 PACKAGING AND MARKING**

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

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE**

**FAR CLAUSE TITLE**

52.246-8 - Inspection Of Research And Development - Cost Reimbursement (MAY 2001)

**DFARS CLAUSE TITLE**

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

**E-2 INSPECTION AND ACCEPTANCE**

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

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES 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 a period of one (1) year with two (2) one (1) year options.
- (b) The principal place of performance of this contract shall be at the Naval Research Laboratory in Washington, D.C.

**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](mailto:security-group@nrl.navy.mil)

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

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

Release of Data-Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email [publicaffairs@nrl.navy.mil](mailto: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 CONTRACTOR-ACQUIRED PROPERTY**

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

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

\*

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

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

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

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

**G-5 SUBCONTRACTORS/CONSULTANTS**

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

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

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

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

**G-6 INCREMENTAL FUNDING**

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

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

**G-7 INFORMATIONAL SUBLINE ITEMS**

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

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

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-9 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/vreq.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 8100

Ship To Code DODAAC: N00173 Extension 8100

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: \*

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

Labor Category	First/M/Last Name

**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 20,800 total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of 1,733 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:

<u>Labor Category</u>	<u>Hours</u>
Research Physicist	1,040
Senior Research Engineer	6,240
Theoretical Physicist	1,040
Timing Engineer	8,320
Computer Scientist	2080
Technical Editor	1,040
Mathematician	1,040

#### **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 two (2) 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: \$ {FILL IN}

Fixed Fee: \$ {FILL IN}

Estimated Cost Plus Fixed Fee: \$ {FILL IN}

**Second Option**

Estimated Cost: \$ {FILL IN}

Fixed Fee: \$ {FILL IN}

Estimated Cost Plus Fixed Fee: \$ {FILL IN}

**H-7 ON-SITE USE OF GOVERNMENT PROPERTY**

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

**H-8 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.

**H-9 SUBCONTRACTING PLAN**

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

**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**

<b>FAR CLAUSE</b>	<b>TITLE</b>
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)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost Or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (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.
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUN 2003) - Alternate I (OCT 1995)
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 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)
- 52.223-3 - 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)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)  
(*will be included if the successful offeror is a small business or a non-profit organization*)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)  
(*will be included if the successful offeror is not a small business or a non-profit organization*)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 2005)

- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 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)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984)fill in 30
- 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)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 52.245-19 - Government Property Furnished "As-Is" (APR 1984)
- 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**

<b>DFARS CLAUSE</b>	<b>TITLE</b>
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)
252.203-7002	- Display Of DoD Hotline Poster (DEC 1991)
252.204-7000	- Disclosure Of Information (DEC 1991)
252.204-7003	- Control Of Government Personnel Work Product (APR 1992)
252.204-7004	- Alternate A (NOV 2003)
252.204-7005	- Oral Attestation Of Security Responsibilities (NOV 2001)
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)
252.215-7002	- Cost Estimating System Requirements (DEC 2006)
252.219-7003	- Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
252.219-7004	- Small, Small Disadvantaged And Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
252.223-7001	- Hazard Warning Labels (DEC 1991)
252.223-7004	- Drug-Free Work Force (SEP 1988)
252.223-7006	- Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
252.225-7001	- Buy American Act And Balance Of Payments Program (JUN 2005)
252.225-7002	- Qualifying Country Sources As Subcontractors (APR 2003)
252.225-7012	- Preference For Certain Domestic Commodities (JUN 2004)
252.225-7031	- Secondary Arab Boycott Of Israel (JUN 2005)
252.225-7043	- 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)
252.226-7001	- Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (OCT 2003)
252.227-7000	- Non Estoppel (OCT 1966)
252.227-7001	- Release Of Past Infringement (AUG 1984)
252.227-7013	- Rights In Technical Data -- Noncommercial Items (NOV 1995)
252.227-7013	- 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)
252.227-7014	- Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995) - Alternate I (JUN 1995)
252.227-7016	- Rights In Bid Or Proposal Information (JUN 1995)
252.227-7019	- Validation Of Asserted Restrictions--Computer Software (JUN 1995)
252.227-7025	- Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
252.227-7026	- Deferred Delivery Of Technical Data Or Computer Software (APR 1988)

- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (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 - 3 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 012-07 Dated 2007/03/02., 2 Pages.
- J-3** Attachment (3) – Personnel Qualifications, 3 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/repсандcerts.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 AJ43  
(2) The small business size standard is 1000

**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)
- 52.211-2 - Availability Of Specifications, Standards, And Data Item Descriptions Listed In The Acquisition Streamlining And Standardization Information System (ASSIST) (JAN 2006)
- 52.214-34 - Submission Of Offers In The English Language (APR 1991)
- 52.214-35 - Submission Of Offers In U.S. Currency (APR 1991)
- 52.215-1 - Instructions To Offerors- Competitive Acquisition (JAN 2004)
- 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)
- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (OCT 2000)
- 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)

**DFAR CLAUSE TITLE**

- 252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (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 3235**

**RFP No. N00173-07-R-SE04**

**Closing Date: 4/30/2007**

**Time: 4:00PM**

**Naval Research Laboratory-SSC**

**Bldg 1008, RM 208**

**Stennis Space Center, MS 39529-5004**

Proposals may be hand delivered to the Contracting Office, NRL-SSC, Stennis Space Center, MS 39529-5004, Building 1008, Room 208 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. Stennis Space Center is a controlled-access facility. Photo identification will be required. Please contact the NRL Contracts office at 228-688-5784 for directions and additional information about NRL-SSC. 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.

**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)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

**L-5 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-15 Volume II – Business Proposal.

**L-6 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-7 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-8 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-9 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-10 GOVERNMENT-FURNISHED PROPERTY**

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

**L-11 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-12 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-13 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

(1) The offeror must propose the labor categories in accordance with the Level of Effort Breakdown in Section H. If the offeror uses labor category terminology other than that used in Section H, the offer must provide a matrix clearly relating their proposed labor categories to those stated.

(2) The following information is required for evaluation of your technical/management proposal:

**PERSONNEL QUALIFICATIONS** – The offeror shall provide evidence that it has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Work, Attachment (1) and Personnel Qualifications, Attachment (3). These areas are highly specialized fields and personnel without actual experience in these areas are not acceptable. The offeror should clearly show how each person offered meets the personnel qualifications as detailed in the solicitation. The offeror should indicate the specific personnel to be assigned to this effort, their background and pertinent experience and the amount to effort each will be performing on this contract. This shall include the education level, experience (both general and project related) and availability of sufficient key project professional and technical personnel by the prime contractor as well as any proposed subcontractors. It is essential for the offeror to demonstrate that personnel possess or will be capable of possessing the required security clearances in accordance with Attachment (2) DD Form 254 Contract Security Classification Specification.

**COMPANY EXPERIENCE/RESOURCES** – The offeror shall provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show the relationship between the company's experience and the tasks required under the Statement of Work; the particular sciences addressed (e.g. design and fabrication of atomic clocks); and provide details such as project description and identification of the sponsoring agencies. The offeror should also describe and document those resources which the firm will make available to this project, including, but not limited to, financial resources, research and development facilities and equipment any other technical or scientific resources or any management and human capital resources offered to meet the Government's requirements as stated in Section C of this solicitation.

#### PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (*Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.*) List the last five (5) contracts or subcontracts completed by the offeror or predecessor companies during the past three (3) years for services similar in nature to this requirement. Include in the five any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

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

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

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

**L-14 VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 4 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.

**(3) MATERIAL ESTIMATE (FOR EVALUATION PURPOSES ONLY)**

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

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

Basic:	\$50,000.00
Option 1 (if exercised)	\$50,000.00
Option 2 (if exercised)	\$50,000.00

**(4) 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 the federal travel guidelines.

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

Basic:	\$105,000.00
Option 1 (if exercised)	\$105,000.00
Option 2 (if exercised)	\$105,000.00

## SECTION M EVALUATION FACTORS FOR AWARD

### M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. 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.

### 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 Company Experience/Resources and Past Performance combined. Company Experience/Resources and Past Performance are of equal importance.

#### M-2-1. TECHNICAL/MANAGEMENT

##### (1) PERSONNEL QUALIFICATIONS

The proposal will be evaluated on the demonstrated ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Work, Attachment (1) and Personnel Qualifications, Attachment (3). The offeror should clearly show how each person offered meets the personnel qualifications as detailed in the solicitation. The offeror should indicate the specific personnel to be assigned to this effort, their background and pertinent experience and the amount to effort each will be performing on this contract. This shall include the education level, experience (both general and project related) and availability of sufficient key project professional and technical personnel by the prime contractor as well as any proposed subcontractors. It is essential for the offeror to demonstrate that personnel possess or will be capable of possessing the required security clearances in accordance with Attachment (2) DD Form 254 Contract Security Classification Specification.

##### (2) COMPANY EXPERIENCE/RESOURCES

The proposal will be evaluated on the offerors narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show the relationship between the company's experience and the tasks required under the Statement of Work; the particular sciences addressed (e.g. design and fabrication of atomic clocks); and provide details such as project description and identification of the sponsoring agencies. The offeror should also describe and document those resources which the firm will make available to this project, including, but not limited to, financial resources, research and development facilities and equipment any other technical or scientific resources or any management and human capital resources offered to meet the Government's requirements as stated in Section C of this solicitation.

### (3) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iv).

### **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-3 M-2-3\_FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)**

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

## **STATEMENT OF WORK**

### **1.0 BACKGROUND**

The Space Applications Branch performs basic and applied research and development in support of Navy and other DoD projects with specific expertise in the areas of space-based systems and related ground-based systems. Currently, the Space Applications Branch is heavily involved with the NAVSTAR Global Position System (GPS). Specific interests include precision time/frequency standards for both space and ground operation, electronic design of satellite on-board and ground receiving equipment, quantum electronic design of atomic frequency standards, mathematical techniques for orbit determination and prediction, computer-assisted data analysis, radio-wave propagation, computer-controlled real-time receiving systems, remote sensing, microprocessing, communications, and software techniques.

### **2.0 SCOPE OF WORK**

The Naval Research Laboratory (NRL) has a requirement to support applied R&D programs where the results of such efforts may be of interest to the Navy and National programs. NRL has a number of projects at various stages of development, including space-based and ground-based systems and leading edge projects that may be included in future space systems. Some of these projects involve long-term development, while others emphasize short time-frame deliveries of advanced technology systems.

To meet these needs, the contractor shall provide technical, engineering, and scientific expertise and capabilities to support NRL in the areas of research development test and evaluation (RDT&E), analysis, and applications of emerging scientific technologies for the development of Space Systems.

The requirements will include development of appropriate hardware and systems; systems analysis, planning, management, engineering, data analysis and data collection, education, and documentation of space experiments and operational data; modeling and simulation; test and evaluation; and logistics support.

Due to the fast-track nature of some of these projects the contractor shall support NRL or provide independent concurrent engineering of specified space systems, subsystems, components, and procedures. The contractor shall test and evaluate work in progress; initiate alternative or parallel inquiries; and otherwise verify the technical validity of concepts, designs, components, and procedures.

### 3.0 TECHNICAL REQUIREMENTS

The contractor shall formulate and prepare work, carry out tests, and submit written documentation of the results of the research in accordance with paragraph 3.1, set forth below. The contractor shall also design, fabricate, install, operate, and maintain designated research equipment in response to the requirements of the Space Applications Branch.

#### 3.1 TASKS

The contractor shall:

3.1.1 Develop highly stable clock designs and identify factors influencing their operation for application to GPS and other systems where improved clock stability will provide enhanced system results.

3.1.2 Develop precise time and time transfer techniques required to synchronize clocks on a global basis for GPS and other systems working at the nano-second level.

3.1.3 Perform experimental and theoretical work on atomic clock systems with the aim of obtaining a frequency stability of 1 part in  $10^{15}$  for space applications and the NAVSTAR GPS. Fabrication of necessary clock hardware will be required.

3.1.4 Utilize celestial mechanics as applied to earth satellites for, the purpose of obtaining accurate trajectories which are required for GPS work.

3.1.5 Investigate precise navigation techniques as applied to GPS with the aim toward evaluating errors in order to improve accuracy.

3.1.6 Utilize general relativity theory as it applies to clocks in satellites, on earth, and in space so that more accuracy can be obtained with GPS and other time dependent systems.

3.1.7 Provide publications support by preparation of visually effective briefing materials, documentation, and planning and scheduling graphical representations to keep Branch and Department personnel and management informed of pertinent program information. Materials to be produced shall include, but no limited to, viewgraphs, slides, photographs, brochures, video tapes and other briefing materials to support program/project objectives.

3.1.8 Conduct technical analyses for advanced sensing concepts. The analyses shall consist of identification and evaluation of alternative technical issues, critical phase point review of potential problems, trade-off studies with attendant risk analysis, and recommendations for specific approaches.

3.1.9 Develop and prepare test plans, test reports and other documentation in order to facilitate the execution of the project. Test programs must be developed and

approved by the government to identify steps necessary to obtain requisite data. In accordance with the approved test programs, perform experimental tests utilizing laboratory equipment. Compile test results in formats (defined by the test plan) for the further analysis or inclusion in the final report.

3.1.10 Provide software engineering support and technical assistance for space systems technology assessments. Utilize existing Branch/Department software packages for analyses where appropriate and, in cases where existing software packages are inadequate, design, develop, and maintain additional software analytical tools for specific problems. Additionally, develop databases for efficient use of scientific data and ease of information transfer to other systems.

3.1.11 Design and test electronic equipment having low vulnerability to jamming and other interferences.

3.1.12 Provide support in organizing and conducting technical meetings.

#### 4.0 PERSONNEL REQUIREMENTS

The Contractor shall provide personnel as specified in Attachment (2).

#### 5.0 GOVERNMENT FURNISHED SUPPLIES AND EQUIPMENT

For contractor personnel working on-site a NRL's Washington DC facility and any government field site, 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, 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 along with limited off-site use of computers will also be provided by NRL.

#### 6.0 CONTRACT DELIVERABLES

The Contractor shall provide deliverables in accordance with Exhibit A, DD1423 Contract Data Requirements List.

- 6.1 Special Studies Report (CDRL A001)
- 6.2 Contractor On/Off Site Labor Report (CDRL A002)
- 6.3 Progress and Status of Funds Report (CDRL A003)
- 6.4 Quarterly Technical Report (CDRL A004)
- 6.5 Final Technical Report (CDRL A005)

#### 7.0 SECURITY REQUIREMENTS

The contractor comply with the security requirements as detailed in Attachment (2)

**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 the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0002			<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____		
<b>D. SYSTEM/ITEM</b>				<b>E. CONTRACT/PR NO.</b> 81-5004-07		<b>F. CONTRACTOR</b>	
<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Special Studies Report				<b>3. SUBTITLE</b>		
<b>4. AUTHORITY (Data Acquisition Document No.)</b>			<b>5. CONTRACT REFERENCE</b> SOW 3.0, 6.0			<b>6. REQUIRING OFFICE</b> COR (See Section G-2)	
<b>7. DD 250 REQ</b> NO	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ		<b>12. DATE OF FIRST SUBMISSION</b> See Blk 16		<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> See Blk 16		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Blk 16		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
				Draft		Final	Repro
<b>16. REMARKS</b>  As required by the COR; the reports shall include but not be limited to all Design Drawings; Hardware accompanied by documentation for maintenance and operation; computer code; technical reports detailing the experimental data, results of analysis and other research findings. The report shall be in the Contractor's format as approved by the Contracting Officer's Representative (COR).					COR (See contract section G-2)	1	
					15. TOTAL	0	1
<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Contractor On/Off Site Labor Report				<b>3. SUBTITLE</b>		
<b>4. AUTHORITY (Data Acquisition Document No.)</b>			<b>5. CONTRACT REFERENCE</b> SOW 6.0			<b>6. REQUIRING OFFICE</b> COR (See section G-2)	
<b>7. DD 250 REQ</b> NO	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> MTHLY		<b>12. DATE OF FIRST SUBMISSION</b> See Blk 16		<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> See Blk 16		<b>13. DATE OF SUBSEQUENT SUBMISSION</b> N/A		<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
				Draft		Final	Repro
<b>16. REMARKS</b>  The Contractor shall deliver the monthly labor reports no later than the 5th of each month with the first report due 5 days after the first full month of performance. As a minimum, the report shall include: Reporting Period: Contract Number: Contract Value: Current Funding: Amount Expended in Current Period: Total Expended To Date: Date Submitted: Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL and Task. If the contractor employees worked on multiple tasks (as defined by the COR) the numbers of hours worked on each task shall be shown separately.					COR (See contract section G-2)	1	
					15. TOTAL	0	1
<b>G. PREPARED BY</b> NRL Code 3235			<b>H. DATE</b>	<b>I. APPROVED BY</b> PATRICIA A. LEWIS		<b>J. DATE</b>	

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(2 Data Items)</i>						Form Approved OMB No. 0704-0188		
<small>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 the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</small>								
A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____				
D. SYSTEM/ITEM			E. CONTRACT/PR NO. 81-5004-07		F. CONTRACTOR			
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Progress and Status of Funds Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW 6.0		6. REQUIRING OFFICE COR (See Section G-2)			
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE		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 Progress and Status of Funds Report shall be delivered no later that the 15th of each month with the first report due 15 days after the first full month of performance. The report shall include a summary sheet as well as a detail of each task assigned. The summary sheet shall include the period the cost covers and a breakdown of cost to data, with a Total for Total Cost incurred, outstanding commitment, total committed, current month's cost incurred, total funding, and total remaining funding. Each task report shall contain a breakdown by on or off-site for each employee containing hourly cost, expended hours, and total cost as well as all other direct costs such as travel and material and all other indirect cost to include overhead, G&A , cost of money, and fee. The report shall be in the Contractor's format as approved by the Contracting Officer's Representative (COR).					COR (See contract section G-2)		1	
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Quarterly Technical Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW 6.0, Contract H-4		6. REQUIRING OFFICE COR (See section G-2)			
7. DD 250 REQ NO	9. DIST STATEMENT REQUIRED	10. FREQUENCY Quarterly	12. DATE OF FIRST SUBMISSION See Blk 16		14. DISTRIBUTION			
8. APP CODE		11. AS OF DATE See Blk 16	13. DATE OF SUBSEQUENT SUBMISSION N/A		a. ADDRESSEE		b. COPIES	
						Draft	Final	
							Reg	Repro
16. REMARKS  The Contractor shall deliver a quarterly technical no later that the 5th day concluding the preceding quarter with the first report due 5 days after the first full quarter of performance. The report shall include progress made by personnel during the period. The report shall be in the Contractor's format as approved by the COR.					COR (See contract section G-2)		1	
G. PREPARED BY NRL Code 3235			H. DATE	I. APPROVED BY PATRICIA A. LEWIS		J. DATE		

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

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

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

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

**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 the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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

<b>D. SYSTEM/ITEM</b>	<b>E. CONTRACT/PR NO.</b> 81-5004-07	<b>F. CONTRACTOR</b>
-----------------------	-----------------------------------------	----------------------

<b>1. DATA ITEM NO.</b> A005	<b>2. TITLE OF DATA ITEM</b> Final Technical Report	<b>3. SUBTITLE</b>
---------------------------------	--------------------------------------------------------	--------------------

<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b> SOW 6.0	<b>6. REQUIRING OFFICE</b> COR (See Section G-2)
-----------------------------------------------------	-----------------------------------------	-----------------------------------------------------

<b>7. DD 250 REQ</b> DD	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> OneTime	<b>12. DATE OF FIRST SUBMISSION</b> See Blk 16	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>	<b>11. AS OF DATE</b> See Blk 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Blk 16		<b>a. ADDRESSEE</b>		<b>b. COPIES</b>
						<b>Draft</b>

<b>16. REMARKS</b>  The Contractor shall deliver a Final Technical Report no later than 60 days following completion of the contract. The report shall include a comprehensive interpretation of the findings for each task. The report shall be in the Contractor's format as approved by the Contracting Officer's Representative (COR).  DD 250 required for final report.	<b>15. TOTAL</b> → 0 1 0
-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	--------------------------

<b>17. PRICE GROUP</b>
------------------------

<b>18. ESTIMATED TOTAL PRICE</b>
----------------------------------

<b>1. DATA ITEM NO.</b>	<b>2. TITLE OF DATA ITEM</b>	<b>3. SUBTITLE</b>
-------------------------	------------------------------	--------------------

<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b>
-----------------------------------------------------	------------------------------	----------------------------

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

<b>16. REMARKS</b>	<b>15. TOTAL</b> → 0 0 0
--------------------	--------------------------

<b>17. PRICE GROUP</b>
------------------------

<b>18. ESTIMATED TOTAL PRICE</b>
----------------------------------

<b>G. PREPARED BY</b> NRL Code 3235	<b>H. DATE</b>	<b>I. APPROVED BY</b> PATRICIA A. LEWIS	<b>J. DATE</b>
----------------------------------------	----------------	--------------------------------------------	----------------

<p align="center"><b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i></p>				<p><b>1. CLEARANCE AND SAFEGUARDING</b> SER: 012-07</p>			
				<p>a. FACILITY CLEARANCE REQUIRED <b>TOP SECRET</b></p>			
				<p>b. LEVEL OF SAFEGUARDING REQUIRED <b>SECRET</b></p>			
<p><b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i></p>				<p><b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i></p>			
a. PRIME CONTRACT NUMBER		X		e. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) 2007/03/02	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>		REVISION NO. DATE (YYYYMMDD)	
X c. SOLICITATION OR OTHER NUMBER 81-5004-07		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)	
<p><b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <b>N00173-99-C-2023</b> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.</p>							
<p><b>5. IS THIS A FINAL DD FORM 254?</b> <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 _____</p>							
<p><b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i></p>							
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 AWARD							
<p><b>7. SUBCONTRACTOR</b></p>							
a. NAME, ADDRESS, AND ZIP CODE				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
N/A						N/A	
<p><b>8. ACTUAL PERFORMANCE</b></p>							
a. LOCATION				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
N/A						N/A	
<p><b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> RESEARCH AND DEVELOPMENT IN SUPPORT OF NAVSTAR GLOBAL POSITION SYSTEMS (GPS)</p>							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>				<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>			
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		YES	NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		YES	NO
b. RESTRICTED DATA			X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X	
d. FORMERLY RESTRICTED DATA			X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			X
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY			X
(1) Sensitive Compartmented Information (SCI)		X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			X
(2) Non-SCI			X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			
f. SPECIAL ACCESS INFORMATION			X	h. REQUIRE A COMSEC ACCOUNT		X	
g. NATO INFORMATION		X		i. HAVE TEMPEST REQUIREMENTS			X
h. FOREIGN GOVERNMENT INFORMATION			X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			X
i. LIMITED DISSEMINATION INFORMATION			X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			X
j. FOR OFFICIAL USE ONLY INFORMATION		X		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, WASHINGTON DC 20375-5320 CODE 8150.2

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.]*

**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 <b>MARILYN OVERTON</b>	b. TITLE <b>CONTRACTING SECURITY OFFICER</b>	c. TELEPHONE (Include Area Code) <b>292-767-0793</b>
----------------------------------------------------------------	-------------------------------------------------	---------------------------------------------------------

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

e. SIGNATURE  


**17. REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY **8150.2, 1223, 8102**

## PERSONNEL QUALIFICATIONS

Desired personnel qualifications are as follows:

### Research Physicist (1)

Education - MS, Physics or Electrical Engineering  
Years of experience –Minimum of 5

Experience, or its equivalent, to reflect the following:

Significant experience with the NAVSTAR Global Positioning System programs and their associated operational theory and hardware. Specific and demonstrated expertise in the areas of celestial mechanics, general relativity, precise time and time transfer techniques, precise navigation techniques, space object detection, interferometric radar theory, RF theory and highly stable atomic clock design.

### Senior Research Engineer (3)

Education - BEE  
Years of experience – Minimum of 5

Experience, or its equivalent, to reflect the following:

Significant experience with the NAVSTAR Global Positioning System, the GPS clock program, Military communications, precise timing, coding/encryption, system survivability, and military systems, precise timing systems, communications system and subsystem design, and precise navigation techniques.

### Theoretical Physicist (1)

Education - PhD in Theoretical Physics  
Years of experience – Minimum of 5

Experience, or its equivalent, to reflect the following:

Specific and demonstrated expertise in theoretical physics mathematical techniques for calculations in remote sensing, error analysis in precise time and navigation systems, tracking, satellite orbit prediction, atomic clock density matrix formalism, space dynamics, general relativity and celestial mechanics.

Timing Engineer (8)

Education - B.S. in Physics or Engineering  
Years of experience – Minimum of 5

Experience, or its equivalent, to reflect the following:

Strong background as a timing expert in order to provide expert time-system and applications engineering (or applied physics) for tasks involving precise time and frequency for military systems. These tasks include studies on precise clocks and frequency standards, systems incorporating their use, methods of utilizing timing and timing systems and the interpretation and definition of timing requirements. The position requires expert knowledge of precise clock technology, precise time measurement statistics and errors and navigation systems applications requiring installation, software support, data collection and data analysis.

Computer Scientist (1)

Education - B.S. in Computer Science  
Years of experience – Minimum of 5

Experience, or its equivalent, to reflect the following:

Five years experience in applications and system programming. Two of these years as an expert for systems involving precise timing. The position requires expertise in data analysis, statistical techniques and computer programming including Fortran.

Mathematician (1)

Education – B.S. in Mathematics  
Years of experience – Minimum of 5

Experience, or its equivalent to reflect the following:

A minimum of five years experience in statistical data modeling and timing data analysis. The experience must include knowledge and use of numerical analysis tools in performing statistical analysis. These include but are not limited to sampling theory, correlation analysis, and analysis of time series.

Technical Editor (1)

Education - High School Diploma  
Years of experience – Minimum of 2

Experience, or its equivalent, to reflect the following:

Two years experience in technical editing and associated graphics, data assembly and analysis, and computer operation utilizing existing software.