SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) — RATING: DO-C9

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N00173-08-R-HA01	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	26 FEB 08	57-2051-07

7. ISSUED BY — CODE N00173

CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
ATTN: CODE 3220.HA
WASHINGTON, DC 20375-5326

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE SECTION L-2 until 4pm *(Hour)* local time 27 MAR 08 *(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	B. TELEPHONE *(NO COLLECT CALLS)* AREA CODE	NUMBER	EXT.	C. E-MAIL ADDRESS
	Christy Mitchell	202	767-0397		Christy.Mitchell@nrl.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

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

15A. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT.	☐ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* — CODE ____

25. PAYMENT WILL BE MADE BY — CODE ____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

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

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

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall Provide research and development Engineering and technical support in accordance with Section C.	$	$	$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE			$	$ $

** Not Separately Priced*

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

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

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

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 01 June 2007 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/13onsite.htm

SECTION D
PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

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

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

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

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

E-2 INSPECTION AND ACCEPTANCE

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

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 date of award through 12 months thereafter with four (4) options that will extend the period of performance for additional 12 months each, if exercised.
(b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Washington, DC, 20375

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

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

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

Security Matters- Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

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

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

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

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

* @nrl.navy.mil 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" (FAR 52.245-1), 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 in the Wide Area Workflow (WAWF). It may be accessed at its homepage https://wawf.eb.mil/. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: https://wawf.eb.mil/vreg.htm . The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988.

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 Section B of 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.

ROUTING TABLE DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	Cost Voucher
Contract Number	N00173-08-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
DCAA Auditor DoDAAC	
CAGE Code	

IMPORTANT: When submitting vouchers using WAWF, utilize the **"Send More Email Notifications**" function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

Send More Email Notifications	
Acceptor email	@nrl.navy.mil

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.

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line : 1-800-559-WAWF(9293).

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
Principal Engineer*	
Senior Engineer*	

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 9,360 total hours of direct labor for the basic award, and 9,360 total hours for each option years, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
(b) The level of effort for this contract shall be expended at an average rate of 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 or the total level of effort is as follows:

Labor Category	Base Year (Hours)	First Option (Hours)	2nd Option (Hours)	3rd Option (Hours)	4th Option (Hours)
Principal Engineer	2,080	2,080	2,080	2,080	2,080
Software Engineer	4,160	4,160	4,160	4,160	4,160
Senior Engineer	2,080	2,080	2,080	2,080	2,080
Engineering Assistant	1,040	1,040	1,040	1,040	1,040
TOTAL	9,360	9,360	9,360	9,360	9,360

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 four (4) times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

First Option

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

Second Option

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

Third Option

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

Fourth Option

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

H-7 ON-SITE USE OF GOVERNMENT PROPERTY

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 PROTECTION OF HUMAN SUBJECTS

Any collection or analysis of data from human subjects must not commence until the contractor provides the following information per SECNAV 3900.39D 8.d. (1):

(a) An appropriate DoD Navy Assurance or a Federalwide Assurance (FWA) with a DoD Navy addendum to the FWA, or an application for a DoD Navy Assurance.
(b) Documentation of the Institutional Review Board's (IRBs) initial and continuing review and approval.
(c) IRB-approved informed consent form, except when not required consistent with law and regulation.
(d) IRB-approved research protocol.
(e) Documentation that research ethics and human subject protections training has been completed by the contractor's principle investigators.

The contractor has responsibility for certain reporting requirements per SECNAV 3900.39D 8.d. (2).

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

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

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

http://www.acqnet.gov/far
http://heron.nrl.navy.mil/contracts/home.htm

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE		TITLE
52.202-1	-	Definitions (JUL 2004)
52.203-3	-	Gratuities (APR 1984)
52.203-5	-	Covenant Against Contingent Fees (APR 1984)
52.203-6	-	Restrictions On Subcontractor Sales To The Government (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 2007)
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 (SEP 2007)
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)
52.219-6 - Notice Of Total Small-Business Set-Aside (JUN 2003)
52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
52.219-14 - Limitations On Subcontracting (DEC 1996)
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 (MAR 2007)
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)
52.222-50 - Combating Trafficking In Persons (AUG 2007)
52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)

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)*
52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
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)

52.242-13 - Bankruptcy (JUL 1995)
52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
52.243-6 - Change Order Accounting (APR 1984)
52.243-7 - Notification Of Changes (APR 1984)fill in 30
52.244-2 - Subcontracts (JUN 2007) - Alternate I (JUN 2007)
52.244-5 - Competition In Subcontracting (DEC 1996)
52.244-6 - Subcontracts For Commercial Items (MAR 2007)
52.245-1 - Government Property (JUN 2007)
52.245-2 - Government Property Installation Operation Services (JUN 2007)
52.245-9 - Use And Charges (JUN 2007)
52.246-23 - Limitation Of Liability (FEB 1997)
52.247-1 - Commercial Bill Of Lading Notations (FEB 2006)
52.247-63 - Preference For U. S. Flag Air Carriers (JUN 2003)
52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)
52.249-14 - Excusable Delays (APR 1984)
52.251-1 - Government Supply Sources (APR 1984)
52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))
52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE		TITLE
252.201-7000	-	Contracting Officer's Representative (DEC 1991)
252.203-7001	-	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2004)
252.204-7000	-	Disclosure Of Information (DEC 1991)
252.204-7003	-	Control Of Government Personnel Work Product (APR 1992)
252.204-7004	-	Alternate A Central Contractor Registration (SEP 2007)
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 (DEC 2006)
252.215-7000	-	Pricing Adjustments (DEC 1991)
252.215-7004	-	Excessive Pass-Through Charges (APR 2007)
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)
252.225-7004	-	Report Of Intended Performance Outside The United States And Canada-Submission After Award (MAY 2007)
252.225-7006	-	Quarterly Reporting Of Actual Contract Performance Outside The United States (MAY 2007)
252.225-7012	-	Preference For Certain Domestic Commodities (JAN 2007)
252.225-7013	-	Duty Free Entry (OCT 2006)
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 (SEP 2004)
252.227-7000	-	Non Estoppel (OCT 1966)
252.227-7001	-	Release Of Past Infringement (AUG 1984)
252.227-7013	-	Rights In Technical Data -- Noncommercial Items (NOV 1995)
252.227-7014	-	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
252.227-7016	-	Rights In Bid Or Proposal Information (JUN 1995)
252.227-7019	-	Validation Of Asserted Restrictions--Computer Software (JUN 1995)
252.227-7025	-	Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
252.227-7026	-	Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
252.227-7030	-	Technical Data--Withholding Of Payment (MAR 2000)
252.227-7037	-	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)
252.235-7010	-	Acknowledgment Of Support And Disclaimer (MAY 1995)
252.235-7011	-	Final Scientific Or Technical Report (NOV 2004)
252.243-7002	-	Requests For Equitable Adjustment (MAR 1998)
252.244-7000	-	Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (JAN 2007)
252.246-7003	-	Notification Of Potential Safety Issues (JAN 2007)
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)*

I-2 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at http://www.sba.gov/services/contractingopportunities/sizestandardstopics/.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ☐ is, ☐ is not a small business concern under NAICS Code _____ assigned to contract number _____.

[Contractor to sign and date and insert authorized signer's name and title].

I-3 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 -8 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 6 Pages.

J-2 Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 099-07 Dated 10/17/2007 – 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 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) at 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 complete the additional contract specific representations and certifications below:

K-2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is *see Section K-3* [*insert NAICS code*].

(2) The small business size standard is *see Section K-3* [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date

of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K-3 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 541710
(2) The small business size standard is 500

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

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

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

http://www.acqnet.gov/far
http://heron.nrl.navy.mil/contracts/home.htm

FAR CLAUSE		TITLE
52.204-6	-	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004) Alternate I (OCT 1997)
52.215-5	-	Facsimile Proposals (OCT 1997) Paragraph (c) is completed as follows: (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to Christy.Mitchell@nrl.navy.mil (primary) or jan.bays@.nrl.navy.mil (alternate) in either Microsoft Word (2000 or earlier) or pdf format.
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (OCT 2000)
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)
252.215-7003 -	Excessive Pass-Through Charges—Identification Of Subcontract Effort (APR 2007)

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

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

Contracting Officer, ATTN: Code 3220.SC
RFP No. Closing Date: 27 MAR 08 Time: 4:00pm
N00173-08-R-HA01
Naval Research Laboratory
4555 Overlook Avenue, S.W.
Washington, D.C. 20375

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at http://www.nrl.navy.mil/aboutdc.htm .

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

L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a ☐ DX rated order; ☒ DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

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

(a) Submission of cost or pricing data is not required.

(b) Provide information described in L-12, Instructions for Submission and Information Required to Evaluate Proposals.

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

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

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

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

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

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

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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

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

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the contact location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award* "no less than fifteen (15) days before closing" . The Government will not consider any questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11 PROPOSAL ORGANIZATION

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

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

L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 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:

A. PERSONNEL QUALIFICATIONS

Provide resumes for all personnel relevant to each labor category. The resume must reflect specific experience and qualifications of the proposed personnel relevant to the task(s) in the Statement of Work (SOW) and previous experience including the degrees to which they meet the requirements set forth in the Personnel Qualifications.

B. TECHNICAL UNDERSTANDING

Provide documentation of knowledge and understanding of each of the required tasks areas described in the Statement of Work (SOW). Address the corporate structure defining responsibilities, authorities, and accountabilities.

C. MANAGEMENT

Provide documentation to support your experience, capability, and suitability for performing the required tasks of the SOW. Address the corporate structure defining responsibilities, authorities, and accountabilities.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 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.

L-14 MATERIAL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

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

The Government estimates the material cost for this effort as $50,000 for the basic award and $50,000 per each option year, if exercised.

L-15 TRAVEL ESTIMATE (FOR EVALUATION PURPOSES ONLY)

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

The Government estimates the travel cost for this effort as $50,000 for the basic award and $50,000 per each option period, if exercised.

SECTION M
EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

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

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. The technical factors are listed in descending order of importance.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

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

(2) TECHNICAL UNDERSTANDING

Evaluation will be based on the Offeror's demonstrated understanding and accomplishment of the technical requirements as detailed in the Statement of Work.

(3) MANAGEMENT

The proposals will be evaluated on the capability and suitability for performing under the required tasks in the Statement of Work.

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 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).

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.**

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP ____ TM ____ OTHER N/A
0002	A	

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
ESM Engineering and Technical Support	N00173-08-R-HA01	TBD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A001	Monthly Progress Reports		18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	SOW Tasks	NRL Code 5723

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D (see Blk 16)	Monthly	40 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			10 DARP

16. REMARKS

The contractor shall prepare a monthly status and financial report for each task that must include but not limited to:

a) Description of progress for each task during the reporting period. Any change in technical approach reported previously shall be supported with reasons for the change.

b) Notification of any change in key personnel associated with the contract during the reporting period.

c) Summary of substantive information derived from trips, meetings, scientific papers and conferences held in connection with the contract during the reporting period.

d) Summary of problem areas of concern on which Government assistance or guidance is desired.

e) Statement relative to any anticipated deviation in the contractors planned effort to achieve the objectives of the contract.

f) List of material purchased for each task during the current reporting period. For each item purchased the following data shall be supplied; associated contract task manufacturer, part or model number, item cost, quantity ordered, order date and expected delivery date.

g) List of material that was ordered prior to the current reporting period and that has not yet been delivered. For each item purchased the following data shall be supplied; associated contract task manufacturer, part or model number, item cost, quantity ordered, order date and expected delivery date.

h) List of material received during the current reporting period. For each item purchased the following data shall be supplied; associated contract task manufacturer, part or model number, item cost, quantity ordered, order date and expected delivery date.

i) Estimated date of completion of the tasks and major sub-tasks, where appropriate.

9. Distribution Statement Required will read as follows.
Distribution Statement D: Distribution authorized to the Department of Defense and to U.S. DoD Contractors only for administrative and operational use, (* insert date of contract award). Other requests for this document shall be referred to Commanding Officer, Naval Research Laboratory, Washington, D.C. 20375-5339.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
NRL Code 5723		1	
NRL Code 5720			1
15. TOTAL →	0	1	1

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5723			

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.**

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0002	A	TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
ESM Engineering and Technical Support	(Insert 5720 Stub Nr)	TBD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A002	Trip Reports		18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	SOW Tasks	NRL Code 5723

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D (see Blk 16)	As required	10 DAT
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			10 DAT

16. REMARKS

* The contractor shall prepare a trip report at the conclusion of any travel associated with this contract. Trip reports shall include but not be limited to:
a) Objective/goal of the trip. Provide a detailed description of mission objectives.
b) Contract Task that the trip supports.
c) Navy Sponsor or Activity that the trip supports.
d) Describe degree of success and any technical issues encountered. Provide an estimate of the cause, a proposed solution and risk mitigation factors.
e) Contacts made. List relevant contacts made with other government personnel, contractors and foreign nationals encountered.

9. Refer to CDRL A001 for required Distribution Statement.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
NRL Code 5723		1	2
NRL Code 5720			1
15. TOTAL →	0	1	3

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A003	Monthly Fiscal Status Reports		18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	SOW Tasks	NRL Code 5723

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D (see Blk 16)	Monthly	40 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			10 DARP

16. REMARKS

*The contractor shall prepare a monthly fiscal status report for each task that must include but not be limited to:
a) Reporting period.
b) Total contract value.
c) Amount of funds currently received on the contract.
d) Expenditures and commitments to date.
e) Completed month's expenditures for labor, travel, and material. All expenditures will be listed with associated contract task.
f) Estimated funds required for the current month. Funding requirements will be broken out by contract task.
g) Estimated funds required for the current fiscal year. Funding requirements will be broken out by contract task.

9. Refer to CDRL A001 for required Distribution Statement.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
NRL Code 5723		1	1
NRL Code5723.B0		1	
15. TOTAL →	0	2	1

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5723			

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP ____ TM ____ OTHER N/A
0002	A	

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
ESM Engineering and Technical Support	N00173-08-R-HA01	TBD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A004	Final Technical Report		

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE	18. ESTIMATED TOTAL PRICE
	SOW Tasks	NRL Code 5723	

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D (See Blk 16)	One Time	EOC

8. APP CODE	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION
N/A	See block 16	60 Days after EOC

16. REMARKS

The contractor shall prepare final technical reports within 60 days after completion for all tasks and sub-tasks in progress. These reports shall include a detailed discussion of the technical findings and accomplishments made on completed tasks and sub-tasks. The reports shall be of publication quality and include subject reference matter. The reports shall include, but not be limited to, the following information:
(a) Discussion of task or sub-task objectives;
(b) Discussion of technical requirements;
(c) Technical results;
(d) Conclusions and recommendations for future research;
(e) Description of significant hardware and/or software developments.

9. Distribution Statement Required will read as follows.
Distribution Statement D: Distribution authorized to the Department of Defense and to U.S. DoD Contractors only for administrative and operational use, (* insert date of contract award). Other requests for this document shall be referred to Commanding Officer, Naval Research Laboratory, Washington, D.C. 20375-5339.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final Reg	Final Repro
NRL Code 5723		1	2
NRL Code 5720			1
DTIC			1
15. TOTAL →	0	1	4

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5723			

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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0002	A	

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
ESM Engineering and Technical Support	N00173-08-R-HA01	TBD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A005	Hardware Design Documentation	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	SOW Tasks	NRL Code 5723

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D (see Blk 16)	*See Block 16	*See Blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			*See Blk 16

14. DISTRIBUTION a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
NRL Code 5723		1	1
NRL Code 5720			1
15. TOTAL →	0	1	2

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

*The contractor shall deliver hardware design documentation at the conclusion of tasks and subtasks that include hardware development or existing hardware modifications. The hardware design documentation will be delivered concurrent with the hardware delivery. This requirement applies to all hardware implementation or modification work performed under this contract. The contractor shall document all hardware designs and or modifications under this contract as follows:

(a) Functional descriptions and theory of operation;
(b) Bills of material, assembly drawings, details schematic diagrams, wiring diagrams, printed circuit board layouts and mechanical parts drawings;
(c) All applicable computer generated aided design (CAD) and computer aided manufacture (CAM) files;
(d) Contents of programmable devices such as programmable read only memories (PROMs), programmable logic devices (PLDs), etc.;
(e) Computer configuration and operator interface definitions and specifications; computer code in both executable and source code forms developed under this contract as part of the equipment or module function itself or part of the test and evaluation suite;
(f) Line power requirements, including, but not limited to, permitted line frequency range and quiescent and surge voltage and current requirements;
(g) Environmental requirements, including, but not limited to, vibration and shock, heating and cooling requirements;
(h) Detailed operating instructions where applicable; instructions shall be sufficiently detailed such that a qualified individual will be able to operate the component, subsystem or system with minimal assistance;
(i) Maintenance and test instructions, including troubleshooting guides where appropriate; Any additional technical data that would be required to successfully replicate a functional component, subassembly, sub-system, or system.
(j) Any additional technical data that would be required to successfully replicate a functional component, subassembly, sub-system or system.
(k) Where modifications to existing designs are required, the documentation format shall be consistent with existing documentation and implemented as replacements or additions to existing documentation, where feasible.

Where modifications to existing designs are required, the documentation format shall be consistent with existing documentation and implemented as replacements or additions to existing documentation, where feasible.

9. Refer to CDRL A001 for required Distribution Statement.

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5723			

CONTRACT DATA REQUIREMENTS LIST

(1 Data Item)

Form Approved
OMB No. 0704-0188

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0002	A	

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
ESM Engineering and Technical Support	N00173-08-R-HA01	TBD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A006	Software Design Documentation		18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	SOW Tasks	NRL Code 5723

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	D (see Blk 16)	*See Blk 16	*See Blk 16
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			*See Blk 16

16. REMARKS

The contractor shall provide software documentation at the conclusion of tasks and subtasks that include software development or modifications to existing software. The software design document will be delivered concurrent with the product delivery. The requirement applies to all software implementation or modification work performed under this contract. The contractor shall document all software developed and/or modified with text that includes the following as a minimum:
(a) Name and purpose of the software program;
(b) Name and purpose of the software with which the designed software will be used. Definition of hardware and software interfaces, as required;
(c) File names and other information describing the identification and location of software; a flow diagram that graphically links the software files with their function;
(d) Detailed, comprehensive operator (user) instructions;
(e) On-line HELP shall be utilized to the greatest extent practicable, where applicable; software that directly interfaces to the human system operator must support HELP functions to assist the operator in normal system operations;
(f) All software shall be documented within the source code to the extent necessary to permit a qualified computer programmer to understand and continue the development of the software; this type of documentation is referred to as "in-line" documentation; in -line documentation shall be provided to the extent that software functionality is not impaired.

Sufficient information in the executable program shall be provided such that an uninitiated person can understand the use of the software. Software documentation resulting from designs applied to specific ESM equipment shall be delivered in a format and on a medium appropriate, and considered standard for, that system. Industry-standard software compliers shall be used to the greatest extent practicable.

9. Distribution Statement Required will read as follows.
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14. DISTRIBUTION

a. ADDRESSEE	b. COPIES Draft	Final Reg	Final Repro
NRL Code 5723		1	1
NRL Code 5720			1
15. TOTAL →	0	1	2

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5723			

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY: TDP ____ TM ____ OTHER N/A
0002	A	

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
ESM Engineering and Technical Support	N00173-08-R-HA01	TBD

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A007	Contractor On-Site Labor Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	SOW Tasks	NRL Code 5723

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT	N/A	Monthly	35 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A			5 DARP

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

16. REMARKS

The contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data:

Reporting Period:
Contract Number (and Order Number, if applicable):
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. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately. Contractor labor hours working at ITT sites will be excluded from this report.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES: Draft	Final: Reg	Final: Repro
NRL Code 5723		1	
NRL Code 5720			1
NRL Code 5720.B0			1
NRL Code 5702			1
15. TOTAL →	0	1	3

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL Code 5723			

SOLICITATION NO. N00173-08-R_HA01
ATTACHMENT NO. 2
SER: 099-07

DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED: SECRET

b. LEVEL OF SAFEGUARDING REQUIRED: SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

	a. PRIME CONTRACT NUMBER		
	b. SUBCONTRACT NUMBER		
X	c. SOLICITATION OR OTHER NUMBER: N00173-08-R-HA01	DUE DATE *(YYYYMMDD)*: 20071221	

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

X	a. ORIGINAL *(Complete date in all cases)*		DATE *(YYYYMMDD)*: 2007/10/17
	b. REVISED *(Supersedes all previous specs)*	REVISION NO.	DATE *(YYYYMMDD)*
	c. FINAL *(Complete item 5 in all cases)*		DATE *(YYYYMMDD)*

4. IS THIS A FOLLOW-ON CONTRACT? [X] YES [ ] NO. If Yes, complete the following:

Classified material received or generated under N00173-01-C-2070 *(Preceding Contract Number)* is transferred to this follow-on contract.

5. IS THIS A FINAL DD FORM 254? [ ] YES [X] NO. If Yes, complete the following:

In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD		N/A

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
N/A		N/A

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
N/A		N/A

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

ELECTRONIC SUPPORT MEASURES (ESM) ENGINEERING AND TECHNICAL SUPPORT

10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION		X	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	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		X
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 *(Specify)*		
k. OTHER *(Specify)*					

Reset

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 [X] Through *(Specify)*

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5723

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

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

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

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. [ ] Yes [X] 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 [X] 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. TITLE	c. TELEPHONE *(Include Area Code)*
VICKI CICALA	CONTRACTING OFFICER, SECURITY	(202) 767-2240/2576

d. ADDRESS *(Include Zip Code)*	17. REQUIRED DISTRIBUTION	
NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE. SW WASHINGTON, DC 20375-5320	[X]	a. CONTRACTOR
	[ ]	b. SUBCONTRACTOR
	[X]	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
e. SIGNATURE	[ ]	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
Vicki Cicala	[ ]	e. ADMINISTRATIVE CONTRACTING OFFICER
	[X]	f. OTHERS AS NECESSARY 1226.2, 5702, 5723

SPECIALIZED LABOR CATEGORIES AND PERSONNEL QUALIFICATIONS FOR TECHNICAL SUPPORT SERVICES

ESM Engineering and Technical Support Services

1.0 INTRODUCTION

Document lists the specialized labor categories/qualifications requested for each task listed in the Statement of Work. Strict adherence to the listed labor category guidelines is not required, however, minor deviations will require justification and government approval. The contractor must show the experience and qualifications of the proposed personnel relevant to the tasks set forth in the Statement of Work. The contractor shall provide copies of evidence which exhibit a through knowledge and experience of all personnel proposed in the expertise necessary to perform the effort. Status reports with the contract number, COR name, and phone number are acceptable forms of evidence. The contractor should show the proposed assignments of these personnel to individual tasks within the Statement of Work and the lines of responsibility, authority, and communication relative to these personnel. The following are the qualifications required to perform the tasks set forth in the Statement of Work:

2.0 LABOR CATEGORIES / QUALIFICATIONS

2.1 TASK 1 ESMES and ESM system and subsystem analysis and design.

2.1.1 Labor Category: Principal Engineer

Education: PhD or MS Electrical Engineering

Security Clearance: Secret minimum

Experience Requirements: In addition to the above stated education requirements or equivalencies, the following minimum experience is required: 15 years experience in ESM system design, 10 years in simulation and modeling, 15 years working in the field of characterizing EW pulsed emitters, 15 years software and hardware system design and development; 15 years in Project management on EW related programs. Demonstrated knowledge of EW databases; familiarity with EW signals contained in EWIR, EPL, Kilting. Demonstrated technical knowledge of ESMES and scenario generation. Demonstrated knowledge of the requirements, alternatives, workings, interrelationships and tradeoffs of ESMES and EW systems and leading-edge technologies relevant to these systems. A demonstrated knowledge in current RF generation, digital circuit and software design including digital signal acquisition and processing

technologies is required. Experience with Navy Electronic Warfare systems such as AN/SLQ-32(V), Mk-36, MK-53, AN/SLA-10, AN/SSX-1, AN/BLQ-10, etc, is desired. Experience with EW receiver processing, to include signal deinterleaving techniques, parameter extraction, EW library management, engagement management, and combat system interfaces, is also desired. Experience with HLA/RTI NG Pro version 2.04 is desired.

The contractor shall demonstrate knowledge of the current digital logic families to include, but not be limited to, the integration and programming of field programmable gate arrays (FPGAs).
Additionally, the contractor shall provide evidence of advanced software development capability including programming in Assembly Language, VHDL, C/C++ and MATLAB. Contractor shall provide evidence of experience in both Windows and Linux operating systems.

Demonstrated ability to communicate (i.e., liaison) with leading scientists in the areas of EW technology.

2.2 TASK 2 SOFTWARE DEVELOPEMENT AND SUPPORT .

2.2.1 Labor Category: Software Engineer

Education: BS in computer or electrical engineering.

Security Clearance: Secret Minimum

Experience Requirements: In addition to the above stated education requirements or equivalencies, the following experience is required: At least five years professional experience programming in C, C++, experience with Java is desired. Knowledge of the vocabulary and basic concepts of ESM and ESMES. Demonstrated ability to implement ESM algorithmic and data processing requirements in a timely manner in compliance with specified Software Engineering standards. Familiarity with the VxWorks operating system is desirable. Experience with HLA/RTI NG Pro version 2.04 is desired.

2.3 TASK 3 Custom hardware design, development, and repair.

2.3.1 Labor Category: Senior Engineer

Education: MS Electrical Engineering. Education and experience is substituted on a one to two year ratio. (Ex.: five years of education and two years of experience would equal a MS degree.)

Security Clearance: Secret minimum

Experience Requirements: In addition to the above stated education requirements or equivalencies, the following minimum experience is required: a minimum of 15 years experience in digital, analog, and microwave circuit design with 5 years experience in ES receiver technology development. Demonstrated knowledge of the requirements, alternatives, workings, interrelationships and tradeoffs of EW and ESMES systems and the leading-edge technologies relevant to these systems.

Demonstrated ability to design, implement, and test high performance digital and analog subsystems for EW design. Demonstrated knowledge of PC board design, layout, fabrication, testing, system level integration and testing. Demonstrated ability to work with state of the art digital logic, including FPGA's and DSP programming (VHDL). The contractor shall be knowledgeable in VME and PCI bus design. Experience in C/C++ programming is desirable. Demonstrated ability to work with RF microwave assemblies, subassemblies and circuits.

2.5 TASK 4 Engineering Assistant

2.5.1 Labor Category: Engineering Assistant

Education: High School

Security Clearance: None Required

Experience Requirements: Position requirements for the Engineering Assistant: ability to perform basic soldering operations; familiarity with mechanical CAD software (3 months minimum experience required); the ability to program simple Excel spreadsheets (3 months minimum experience required); familiarity with at least one relational database program; ability to make DVM measurements; ability to assemble and perform basic troubleshooting of personal computers; familiarity with Windows XP, and XP installation procedures (3 months minimum experience required).