

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING D0-C9	PAGE OF PAGES 1 31
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-08-R-JN03	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/20/2007	6. REQUISITION/PURCHASE NUMBER 61-0206-08	
7. ISSUED BY Contracting Officer Naval Research Laboratory Attn: Code 3220.JN Washington, D.C. 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 222, Room 115 until 4:00 p.m. local time 01/23/2008  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Jennifer N. Barnidge	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS jennifer.barnidge@nrl.navy.mil
		AREA CODE 202	NUMBER 767-3595	EXT.

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	11-16
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	17
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	3	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	18-22
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	23-29
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	4-7	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	30-31
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	7-11				

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

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		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		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			

**AWARD (To be completed by Government)**

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

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

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

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

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
<b>BASIC</b>				
0001	The Contractor shall provide support for Research and Development for Environmental and Sensor Technologies in accordance with Attachment 1.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	*NSP	*NSP	*NSP
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

\* *Not Separately Priced*

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

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

**C-1 STATEMENT OF WORK**

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

**C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS**

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

52.246-9        -    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 from date of contract award through twelve (12) months, with four options that will extend the period of performance for an additional twelve (12) months each, if exercised.

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

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G-1 PROCURING OFFICE REPRESENTATIVE**

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

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

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

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

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

**G-2 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 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-5 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-6 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-7 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
Program Manager	*
Senior Scientist/Engineer (Task 1)	*
Senior Scientist/Engineer (Task 2)	*

**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 4,680 total hours of direct labor for the Basic award, 4,680 for each of the four 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 390 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing, setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed fee for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

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

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

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

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

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

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

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

<u>Labor Category</u>	<u>Labor Hours</u> <u>Basic Award and each</u> <u>Option, if exercised</u>
Program Manager	480
Senior Scientist/Engineer (Task 1)	1,880
Scientist/Engineer	1,520
Senior Scientist/Engineer (Task 2)	800
<b>TOTAL</b>	<b>4,680</b>

#### **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 GOVERNMENT-FURNISHED PROPERTY**

The following Government property will be furnished to the contractor on a rent-free basis for use in performing the contract:

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

**H-9 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)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005)  Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-9 - Small Business Subcontracting Plan (SEP 2007) - Alternate II (OCT 2001)
- 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)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.222-50 - Combating Trafficking In Persons (AUG 2007)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2006)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)  
(will be included if the successful offeror is a small business or a non-profit)

- organization)*
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)  
*(will be included if the successful offeror is not a small business or a non-profit organization)*
  - 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
  - 52.230-2 - Cost Accounting Standards (APR 1998)
  - 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
  - 52.230-6 - Administration Of Cost Accounting Standards (APR 2005)
  - 52.232-17 - Interest (JUN 1996)
  - 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)
  - 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)
  - 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
  - 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
  - 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
  - 52.242-13 - Bankruptcy (JUL 1995)
  - 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
  - 52.244-2 - Subcontracts (JUN 2007) - Alternate I (JUN 2007)
  - 52.244-5 - Competition In Subcontracting (DEC 1996)
  - 52.245-1 - Government Property (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)
- 252.211-7003 - Item Identification And Valuation (JUN 2005) (*fill in none* in (c)(1)(ii) and (c)(1)(iii))
- 252.211-7007 - Item Unique Identification of Government Property (SEP 2007) (*fill in none*)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
  
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (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)
- 252.225-7006 - 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)
- 252.227-7000 - 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)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (MAY 2006)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (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*)
- 252.251-7000 - Ordering From Government Supply Sources (NOV 2004)

**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/sizestandardsttopics/>.

(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 - 4 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 104-07 Dated 2007/11/29 w/Attachments, 2 Pages.
- J-3** Attachment (3) – Personnel Qualifications, 1 Page.
- 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](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.

<b>FAR CLAUSE #</b>	<b>TITLE</b>	<b>DATE</b>	<b>CHANGE</b>

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 541712.
- (2) The small business size standard is 500 employees.

**K-4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption*. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption*. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

[ ]     [ ] No  
Yes

(End of provision)

*Alternate I (Apr 1996).* As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

[ ] (5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

[ ] (i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

[ ] (ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

\_\_\_\_\_  
\_\_\_\_\_

**K-5 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ]     [ ] No  
Yes

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

**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**

- 52.215-1 - Instructions To Offerors- Competitive Acquisition (JAN 2004)  
 52.215-5 - Facsimile Proposals (OCT 1997)  
 Paragraph (c) is completed as follows: (202) 767-0430 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to [jennifer.barnidge@nrl.navy.mil](mailto:jennifer.barnidge@nrl.navy.mil) (primary) or [jan.bays@nrl.navy.mil](mailto: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)

**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 JN**

**RFP No. N00173-08-R-JN03**

**Closing Date: 01/23/2008**

**Time: 4:00 p.m.  
Local Time**

**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/content.php?P=PLANNINGVISIT> .

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 below in Section L-12.

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

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

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

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

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

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

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

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

- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

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

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

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

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

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

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

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

**L-8 GOVERNMENT-FURNISHED PROPERTY**

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

**L-9 INQUIRIES CONCERNING THE RFP**

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

**L-10 PROPOSAL ORGANIZATION**

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

(2) Proposal Format and Length - Offerors should understand that persons bid for positions requiring key employees must be supported by signed certifications of commitment and availability for the key employees and that substitutions will not be allowed except with prior approval of the COR. The length of the Technical Proposal, exclusive of resumes and biographical information is limited to a total of no more than sixty (60) sequentially numbered pages. Proposals not conforming to the length restriction may be excluded from consideration. 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-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 2 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. QUALIFICATIONS OF KEY PERSONNEL**

- Demonstrate that the offeror's key personnel are technically competent to accomplish the Statement of Work. Resumes, including experience and publication records must be provided for proposed personnel.
- Indicate whether the offeror's key personnel are individually available to support the effort on a full-time basis.
- Indicate whether the offeror's technical team spans the total requirements of the Statement of Work.
- Demonstrate that the designated Program Manager is qualified to address the total scope.

**B. TECHNICAL UNDERSTANDING**

- Demonstrate that the offeror understands the requirements of the tasks and the technical issues critical to success.
- Identify that the proposal and the proposed staff demonstrates the experience required to successfully address the technical issues.
- Demonstrate that the offeror fully addressed a competent understanding to each of the technical requirements specified in the Statement of Work. The proposal should not simply play back words in the Statement of Work.

**C. MANAGEMENT/CORPORATE EXPERIENCE**

- Provide a corporate technical base to support the proposed effort including potential expansion of the level of effort within the scope of the work.
- Demonstrate the experience and maturity required to successfully manage the proposed effort.

**D. PAST PERFORMANCE INFORMATION**

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

1. Name of contracting organization.

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

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

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

## **L-12 VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 2 COPIES

### **(1) COST PROPOSAL**

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

### **(2) SMALL BUSINESS PARTICIPATION**

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

## **L-13 MULTIPLE AWARDS**

The Contracting Officer may make multiple awards resulting from this solicitation.

**L-14 TRAVEL AND MATERIAL ESTIMATE**

## Task 1

<b>Category</b>	<b>Year 1 (\$K)</b>	<b>Year 2 (\$K)</b>	<b>Year 3 (\$K)</b>	<b>Year 4 (\$K)</b>	<b>Year 5 (\$K)</b>	<b>Total (\$K)</b>
Travel	10	10	10	10	10	50
Materials	10	10	10	10	10	50
Consultants	200	200	200	210	220	1,030
<b>TOTAL</b>	<b>220</b>	<b>220</b>	<b>220</b>	<b>230</b>	<b>240</b>	<b>1,130</b>

## Task 2

<b>Category</b>	<b>Year 1 (\$K)</b>	<b>Year 2 (\$K)</b>	<b>Year 3 (\$K)</b>	<b>Year 4 (\$K)</b>	<b>Year 5 (\$K)</b>	<b>Total (\$K)</b>
Travel	40	40	40	50	50	220
Materials	10	10	10	10	10	50
<b>TOTAL</b>	<b>50</b>	<b>50</b>	<b>50</b>	<b>60</b>	<b>60</b>	<b>270</b>

The material and travel estimates are direct costs and the offeror should add applicable indirect costs, if any.

The travel and material estimates set forth above 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 allowable travel and material expenses.

## 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 Qualifications of Key Personnel and Technical Understanding are of equal weight and are of greater weight than Management/Corporate Experience and Past Performance, which are of equal weight.

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

##### (1) QUALIFICATIONS OF KEY PERSONNEL

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

The proposals will be evaluated on the soundness of their proposed technical understanding to the extent that the offeror demonstrates understanding of the tasks and technical issues critical to success and the extent to which the proposal fully develops and presents a competent understanding to address each of the technical requirements specified in the Statement of Work.

##### (3) MANAGEMENT/CORPORATE EXPERIENCE

The proposals will be evaluated on the extent that they provide a corporate technical base to support the proposed effort and possess the experience and maturity required to successfully manage the effort.

##### (4) PAST PERFORMANCE

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

### **M-2-2 COST TO THE GOVERNMENT**

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

### **M-2-3 SMALL BUSINESS PARTICIPATION**

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

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

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

## **STATEMENT OF WORK**

### **1.0 INTRODUCTION**

The Chemistry Division of the Naval Research Laboratory has several longstanding programs devoted to the development of analytical, diagnostic and characterization techniques. Both intrusive and non-intrusive sensing capabilities are developed for environmental applications requiring site characterization for chemicals and other toxic/hazardous materials including unexploded ordnance (UXO) associated with Navy and other DoD active, dormant, and transferring ranges. This RFP focuses on the latter topic, the detection and discrimination of buried unexploded ordnance.

### **2.0 SCOPE**

The anticipated research efforts require the expertise of skilled, highly-technically qualified scientists and engineers to carry out these studies. The range of skills required include: an understanding of state-of-the-art in remote sensing techniques for ferrous and non-ferrous metals, integration of geophysical expertise with modern digital mapping and GIS interfaces, and an understanding of the physics of operation of sensor detection technologies including, but not limited to, advanced magnetometer and electromagnetic induction sensors. These sensor development and integration capabilities must be combined with computational, modeling, and analysis techniques required to analyze target data, integrate information from multiple sensor technologies, and create computer models and analysis techniques to support UXO remediation activities, document remediation efficiencies, and establish GIS interfaces to create a permanent record of the remediation activities.

The R&D requirements include tasks that vary considerably in their scope and in the complexity of the deliverable products. However, the tasks are interrelated in that they support a central mission of the NRL and must be coordinated with each other.

### **3.0 TASK DESCRIPTIONS**

The task areas associated with this procurement are described below. The technical requirements, the source of the materials, and equipment required to support the work and the contract deliverables are described for each Task.

## **Task 1 Development of Sensor Performance Models, Sensor Hardware Prototypes, and Data Analysis Software**

### **3.1.1 Background**

Hundreds of thousands of acres of Department of Defense (DoD) property are returned to civilian use each year. Portions of DoD bombing and target ranges periodically must be rendered safe for further DOD operations. Additionally, toxic and hazardous burial sites must be evaluated to determine required remediation efforts. For many years, NRL has been developing automated technologies for detection of buried materials and non-intrusive characterization of explosive ordnance disposal (EOD) sites and toxic/hazardous waste burial sites. The NRL has developed a state-of-the-art capability; the Multi-sensor Towed Army Detection System, MTADS, is a fully field-worthy prototype system. It is currently being demonstrated at field sites selected by the Office of the Assistant Secretary for Defense for Environmental Security and other DOD agencies. The vehicular MTADS has been augmented by hand-held, man-portable adjuncts and both GPS and acoustic navigation have been integrated. Currently, new variants of both time-domain and frequency-domain electromagnetic induction sensors are being evaluated, as are new concepts for metal sensing for UXO detection and discrimination.

Increasingly, the emphasis in UXO R&D programs is on discrimination. Systems such as the MTADS have proven the ability to detect most UXO targets of interest but still suffer from an inordinate number of false positives. In fact, the Army Corps of Engineers estimates that in a typical UXO clean-up, 70% of the resources are spent digging non-hazardous targets. To reduce the number of false positive detections must require both new, more capable sensors and improved data analysis schemes to efficiently make use of the additional information provided by these new sensors.

### **3.1.2 Scope:**

The contractor shall provide expertise to accomplish the technical requirements set forth below.

### **3.1.3 Technical Requirements:**

The contractor shall provide specified R&D support, including but not limited to the areas associated with this task as enumerated below. Computational performance models shall be developed for variants of existing sensor types including time- and frequency-domain EMI detectors. Development of new concepts for detection approaches including data sampling approaches, deployment of sensor arrays of identical or complimentary sensors, and new sensor approaches with potential to provide object shape information shall be undertaken. Promising approaches shall be developed, evaluated, and incorporated into prototype designs for field demonstrations.

The contractor shall develop data analysis schemes that accommodate developing and future sensor outputs, deployment strategies and joint and cooperative sensor analyses. New target modeling approaches shall be developed that incorporate information from advanced sensors. All software developments are subject to testing in UXO field demonstration surveys.

**3.1.4 Work Site:**

A major portion of this task shall be performed at the contractor's facilities. Some parts of the task may be performed at NRL, or at other Navy or DoD facilities as specified by the COR. Some demonstrations and evaluations may take place at current or former DoD ranges containing UXO or other hazardous materials. Certain equipment, materials, and components shall be supplied as GFE in support of these operations. Special requirements may apply. Access to these sites may require appropriate training, use of personal protective gear and OSHA and Hazardous Waste Operations (HAZWOPR) certification.

**3.1.5 Deliverables:**

The contractor shall provide a monthly status of funds report, periodic written progress reports (quarterly, or as required by the COR), oral briefings and progress reports (quarterly, or as requested by the contractor or COR) and a final report at the completion of the Task as required by DD Form 1423.

**Task 2 Support of MTADS Field Studies and Demonstrations****3.2.1 Background:**

The MTADS systems typically are involved in 3-5 field demonstration activities each year in association with ongoing ESTCP and SERDP programs. In addition, other DoD activities often support MTADS demonstrations. These activities require data processing and analysis support in the field in support of target selection, reacquisition, and remediation. Often, unique activities form an integral part of the demonstrations requiring adaptations of the software and analysis approaches in the field in response to particular challenges. This task must support evaluation and demonstration of new hardware and software products developed in Task 1 and others acquired or purchased from additional sources.

**3.2.2 Scope:**

The contractor shall provide expertise to accomplish the technical requirements set forth below.

**3.2.3 Technical Requirements:**

The contractor shall provide specified R&D support, including but not limited to the areas associated with this task as enumerated below. Planning activities and drafting of test plans and demonstration plans shall be supported under this task. The contractor shall provide support during field operations associated with data acquisition, preprocessing and target analysis. Graphical and spreadsheet products shall be developed to support remediation activities and documentation of the survey products. The contractor shall provide staff to respond to analysis system modifications during field operations to accommodate unique analysis demands. Provision for logistic support at field demonstrations may be required when they are not otherwise available.

Additionally, the contractor shall contribute to the extensive reporting requirements associated with ESTCP and SERDP projects and field demonstration activities.

**3.3.4 Work Site:**

A major portion of this task shall be performed at the current or former DoD ranges containing UXO or other hazardous materials. Some parts of the task may be performed at NRL as specified by the COR. Certain equipment, materials, and components shall be supplied as GFE. Special requirements may apply, as described above.

**3.3.5 Deliverables:**

The contractor shall provide a monthly status of funds report, periodic written progress reports (quarterly, or as required by the COR), oral briefings and progress reports (quarterly, or as requested by the contractor or COR) and a final report at the completion of the Task as required by DD Form 1423.



**CONTRACT DATA REQUIREMENTS LIST**  
(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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

<b>D. SYSTEM/ITEM</b>	<b>E. CONTRACT/PR NO.</b> N00173-08-R-JN03	<b>F. CONTRACTOR</b>
-----------------------	---	----------------------

<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Monthly Financial Status Report	<b>3. SUBTITLE</b>
---------------------------------	---	--------------------

<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b> SOW	<b>6. REQUIRING OFFICE</b> NRL Code 6111
---	-------------------------------------	---

<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> MTHLY	<b>12. DATE OF FIRST SUBMISSION</b> 30 DAC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 5th workday	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					<b>Draft</b>	<b>Final</b>
					<b>Reg</b>	<b>Repro</b>

<b>16. REMARKS</b> The contractor shall provide a monthly fiscal status report by the 5th workday of each month for the preceding month. The report shall include, but is not limited to, the following:  (a) Current cumulative support provided for the contract and enumeration of all prior increments applied to the contract associated with individual tasks/subtasks;  (b) Monthly and cumulative labor hours and costs (including total expended and current funding obligated) associated with each task/subtask including program management, individual labor hours broken out by employee name, materials, travel, consultants, subcontracts, and other costs; and  (c) Funds remaining to support each task/subtask.	<b>15. TOTAL</b> → 0 2 0
---	--------------------------

<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> Quarterly Technical Status Reports	<b>3. SUBTITLE</b>
---------------------------------	--	--------------------

<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b> SOW	<b>6. REQUIRING OFFICE</b> NRL Code 6111
---	-------------------------------------	---

<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> QRTLY	<b>12. DATE OF FIRST SUBMISSION</b> 90 DAC	<b>14. DISTRIBUTION</b>		
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> 12th day	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>	
					<b>Draft</b>	<b>Final</b>
					<b>Reg</b>	<b>Repro</b>

<b>16. REMARKS</b> The contractor shall provide a quarterly technical status report by the 12th of the month following each quarter. The report shall include, but is not limited to, the following:  (a) The status of each task/subtask;  (b) Significant milestones accomplished in the preceding quarter;  (c) Milestones missed and the revised completion date; and  (d) Significant technical events anticipated in the upcoming quarter.	<b>15. TOTAL</b> → 0 1 0
---	--------------------------

<b>G. PREPARED BY</b> NRL Code 6111	<b>H. DATE</b> 11/30/2007	<b>I. APPROVED BY</b>	<b>J. DATE</b>
--	------------------------------	-----------------------	----------------

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>



SER: 104-07

<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b>			
				a. FACILITY CLEARANCE REQUIRED <b>SECRET</b>			
				b. LEVEL OF SAFEGUARDING REQUIRED <b>SECRET</b>			
<b>2. THIS SPECIFICATION IS FOR:</b> <i>(X and complete as applicable)</i>			<b>3. THIS SPECIFICATION IS:</b> <i>(X and complete as applicable)</i>				
a. PRIME CONTRACT NUMBER				<input checked="" type="checkbox"/> a. ORIGINAL <i>(Complete date in all cases)</i>			
				DATE (YYYYMMDD) 2007/11/29			
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>			
				REVISION NO.			
				DATE (YYYYMMDD)			
<input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER 61-0206-08		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>			
				DATE (YYYYMMDD)			
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>N00173-01-C-2068</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____							
<b>6. CONTRACTOR</b> <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD				N/A			
<b>7. SUBCONTRACTOR</b>							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
N/A				N/A			
<b>8. ACTUAL PERFORMANCE</b>							
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>			
N/A				N/A			
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b> DETECTION TECHNOLOGIES TO SUPPORT GEOPHYSICAL EVALUATIONS.							
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>							
	YES	NO	<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>				
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>		
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>		
k. OTHER <i>(Specify)</i>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	STU III VOICE CAPABILITY	<input type="checkbox"/>	<input type="checkbox"/>		

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

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 6111

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  No  
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

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

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE ( <i>Include Area Code</i> )
VICKI CICALA	CONTRACTING OFFICER, SECURITY	(202) 767-2240/2576

d. ADDRESS (*Include Zip Code*)  
 NAVAL RESEARCH LABORATORY  
 4555 OVERLOOK AVE. SW  
 WASHINGTON, DC 20375-5320

e. SIGNATURE  


17. **REQUIRED DISTRIBUTION**

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY 1226.2, 6111, 6102

## **PERSONNEL QUALIFICATIONS**

### **Program Manager**

The Program Manager for this contract must be a senior R&D manager with a minimum of 5 years experience in an applied R&D environment administering DoD-sponsored programs. Because of the highly technical and specific nature of the work the PM should have (1) a documented expertise in environmental issues associated with UXO and military ranges, (2) an expertise in techniques and approaches in addressing geophysical surveys and mapping, techniques used in physical modeling of objects in magnetic and electromagnetic environments, and (3) a knowledge of the approaches used in developing computationally-based methods for geophysical data analysis and mapping. As manager of a group of highly-trained specialists with diverse talents working on programs with both strong laboratory R&D and field operational components, the PM should have documented strengths in coordinating complex programs and managing/supervising a staff composed of computer experts, physical scientists and mechanical/electrical engineers.

### **Task 1.**

**Senior Scientist/Engineer** - The senior scientist/engineer must have an advanced degree and at least 5 years of experience in an applications area appropriate to the development of detection techniques, sensor development, and hardware prototyping for instrumentation for remote detection of metallic materials in geophysical settings. Because the modeling of magnetic and electromagnetic properties of metallic objects using physics-based algorithms is central to the project, they may have a strong theoretical physics or electrical engineering background. They must be a recognized expert and an active researcher in the field, as documented by stature in professional societies and/or regular publications/presentations in professional society settings. Demonstrated successful accomplishments, documented by inventions, patents, successfully managed prior programs, etc., shall be considered in evaluation of this key employee's qualifications.

**Scientist/Engineer** – The scientist/engineer on this task must have an advanced degree in a physical science or engineering discipline.

### **Task 2.**

**Senior Scientist/Engineer** - The senior scientist/engineer on this task will be in charge data reduction and analysis during field demonstrations which take place at remote sites likely on military ranges. They must have demonstrated successful experience in planning and conducting analyses with minimal support on a strict time schedule. Responsibilities include preparation of demonstration test plans, arranging for on-site logistics support, data analysis, preparation of GIS interfaces and graphics and drafting of detailed demonstration reports for DoD sponsors.