

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 40
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-08-R-RS06	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 07/15/2008	6. REQUISITION/PURCHASE NUMBER 81-4023-08	
7. ISSUED BY Naval Research Laboratory-SSC Code 3235/RS Department of the Navy Stennis Space Center, MS 39529-5004		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 1008, Rm. 206, Stennis Spc. Ctr. MS until 3:30 local time 15/AUG/08
(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 SEWELL, RICHARD D.	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS rsewell@nrlssc.navy.mil
		AREA CODE 228	NUMBER 688-4571	EXT.

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				

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

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

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the research and development effort as described in Contract Section C and Sections 1 – 5 of Contract Attachment 1.	\$	\$	\$
0002	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the administrative effort as described in Contract Section C and Section 6 of Contract Attachment 1.	\$	\$	\$
0003	Reports, Data, Software and Documentation in accordance with Exhibit A (DD 1423) and Attachment (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST FIXED FEE:		\$	\$	\$

** Not Separately Priced*

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

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

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

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

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

SECTION D
PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

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

**SECTION E
INSPECTION AND ACCEPTANCE**

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

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

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 shall be a period of twelve (12) months from the date of contract award. Each option, if exercised, shall extend the period of performance for an additional twelve months.

(b) The principal place of performance of this contract shall be at NRL-Washington, DC.

F-3 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer

Naval Research Laboratory

Contract Number

ATTN: *

CODE: *

LOCATION: *

Bldg. 49

4555 Overlook Avenue, SW

Washington DC 20375-5320

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

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

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

Security Matters- Contracting Officer for Security, Code 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 CONTRACTOR-ACQUIRED PROPERTY

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

Items to be Acquired

Estimated Cost

*

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

- (b) This authorization does not constitute any consent required pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2). Advance notification or requests for consent pursuant to that clause shall be directed to the administrative contracting officer (ACO).
- (c) Pursuant to the contract clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5), title to the property shall vest in the Government.
- (d) Prior to acquisition of any item of Industrial Plant Equipment, the Contractor must comply with the requirements of Department of Defense Federal Acquisition Regulation Supplement (DFARS 245.302-1(b)(1)(A)). (See DFARS 245.301 for definition of "Industrial Plant Equipment.")

G-5 SUBCONTRACTORS/CONSULTANTS

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

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

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

G-6 INCREMENTAL FUNDING

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to CLIN 0001 of this contract is \$* and it is estimated that this amount is sufficient for contract performance through * .

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to CLIN 0002 of this contract is \$* and it is estimated that this amount is sufficient for contract performance through * .

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

G-7 INFORMATIONAL SUBLINE ITEMS

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

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

Payments shall be made in accordance with the ACRN(s) cited on the contractor's invoice. The Contractor may contact the COR regarding which ACRN(s) to cite on an invoice.

G-9 PAYMENT AND VOUCHER INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm> . The designated Electronic Business (EB) point of contact in the

Central Contractor Registration (CCR) is the person responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988.

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

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

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

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

ROUTING TABLE DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	Cost Voucher
Contract Number	N00173-07-
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

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 CLIN

0001 is 31,680 hours of direct labor for the base year and 31,680 hours of direct labor for each of the option years, if exercised; the total level of effort for performance of CLIN 0002 is 11,520 hours of direct labor for the base year and 11,520 hours of direct labor for each of the option years, if exercised. The level of effort includes 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 3,600 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.

CLIN 0002 - Associated Services:

<u>Labor Category</u>	<u>YEAR 1</u>	<u>YEAR 2</u>	<u>YEAR 3</u>	<u>YEAR 4</u>	<u>YEAR 5</u>	<u>TOTAL</u>
Travel Specialist	1,920	1,920	1,920	1,920	1,920	9,600
Contractor Financial Coordinator	1,920	1,920	1,920	1,920	1,920	9,600
Contractor Program Coordinator	960	960	960	960	960	4,800
Graphics Specialist	3,840	3,840	3,840	3,840	3,840	19,200
As-Needed Specialists:						
Admin/Clerical/Graphics	960	960	960	960	960	4,800
Technical Writer/Editor	1,920	1,920	1,920	1,920	1,920	9,600
TOTAL	11,520	11,520	11,520	11,520	11,520	57,600
TOTAL CUMULATIVE ESTIMATED LABOR HOURS	43,200	43,200	43,200	43,200	43,200	216,000

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 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 OptionCLIN 0001:

Estimated Cost: \$

Fixed Fee: \$

Estimated Cost Plus Fixed Fee: \$

CLIN 0002:

Estimated Cost: \$

Fixed Fee: \$

Estimated Cost Plus Fixed Fee: \$

Second OptionCLIN 0001:

Estimated Cost: \$

Fixed Fee: \$

Estimated Cost Plus Fixed Fee: \$

CLIN 0002:

Estimated Cost: \$

Fixed Fee: \$

Estimated Cost Plus Fixed Fee: \$

Third Option

CLIN 0001:

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

CLIN 0002:

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

Fourth Option

CLIN 0001:

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

CLIN 0002:

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 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's ORCA Representations and Certifications valid from to are incorporated herein by reference.

The Contract Specific Representations and Certifications submitted by the contractor dated are hereby incorporated by reference.

H-10 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).

H-11 ORGANIZATIONAL CONFLICT OF INTEREST**(a) Definitions**

Organizational Conflict of Interest (OCI): FAR Part 2.1 defines "Organizational Conflict of Interest" as a situation in which: "...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, consultants, or subcontractors, hereinafter referred to as "Contractor") and another in which the underlying interests of the contractor and the other party, directly or indirectly (1) may influence, affect or diminish the contractor's ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to for the Government, or (2) may result in an unfair competitive advantage.

(b) Purpose

The purpose of this provision is to ensure that the Contractor (1) is able to give the Government impartial, technically sound, objective assistance, conclusions, advice or recommendations in its performance of this contract and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

(c) Scope

The requirements described herein shall apply to performance or participation by the Contractor, any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The financial, contractual, organizational and other interests of Contractor personnel performing work under this contract shall be deemed to be the interests of the Contractor for the purposes of determining the existence of an Organizational Conflict of Interest.

(d) Requirements

(1) Under CLIN 0001 the contractor shall perform industry surveys to identify Commercial-Off-the-Shelf equipment and new technologies and make recommendations to the government regarding utilization of the equipment and technology.

(A) The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in paragraph (a) above.

(B) The Contractor agrees that if during the performance of this contract, it discovers a potential or actual organizational conflict of interest with respect to this contract; it shall make an immediate and full disclosure in writing to the Procuring Contracting Officer (PCO). This disclosure must include a description of the actions which the contractor has taken or proposes to take to eliminate, avoid, or neutralize the conflict(s).

(C) If the Contractor's efforts in performing this contract require access to proprietary data of another company(ies), whether the proprietary data is in the possession of the other company or the Government, the Contractor shall obtain a written agreement from such other company(ies), to have access to and to use the data and to protect the data from unauthorized use or disclosure so long as the data remains proprietary. The Contractor shall upon request, provide the Contracting Officer or Contracting Officer's Technical Representative with copies of the agreement(s). This provision is not intended to protect proprietary data furnished voluntarily by companies without limitations as to use or data furnished by companies which is in the public domain.

(2) Under CLIN 0002 the contractor may have access to government information technology (IT) systems that contain sensitive information including, but not limited to, other organizations' proprietary information, Government procurement sensitive information, source selection information (see Federal Acquisition Regulation 2.101, 3.104-4 and 9.505-4), personally identifiable information subject to the Privacy Act Of 1974, and information designated For Official Use Only.

(A) The Contractor agrees that such information will be accessed only to the extent necessary to perform the contract and that such information will be used by the Contractor only in the performance of the contract.

(B) None of the Contractor's personnel shall be given access to IT systems under this contract without the approval of the COR.

(C) The Contractor agrees that all its personnel having access to such information will be required to sign a nondisclosure statement substantially as Attachment (4) to this contract and that, upon request, it will provide the Contracting Officer or COR with copies of the nondisclosure agreement(s).

(e) Government Remedy

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this organizational conflicts of interest clause shall constitute a material and substantial breach of the terms, conditions and provisions of this contract and the government may, in addition to any other remedies available, terminate this contract for default.

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 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) |
| 52.203-13 | - | Contractor Code of Business Ethics and Conduct (DEC 2007) |
| 52.203-14 | - | Display of Hot-Line Poster(s) (DEC 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) |
| 52.215-14 | - | Integrity Of Unit Prices (OCT 1997) |
| 52.215-15 | - | Pension Adjustments And Asset Reversions (OCT 2004) |
| 52.215-17 | - | Waiver Of Facilities Capital Cost Of Money (OCT 1997)
(will be included if the successful offeror does not propose facilities capital cost of money) |
| 52.215-18 | - | Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005) |
| 52.215-19 | - | Notification Of Ownership Changes (OCT 1997) |
| 52.215-21 | - | Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997) |
| 52.216-7 | - | Allowable Cost And Payment (DEC 2002) (fill in <u>30th</u>) |

- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005) Offeror elects to waive the evaluation preference.
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUN 2003)
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 2005)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (AUG 2007)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 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)
- 52.223-14 - 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 (DEC 2007)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (DEC 2007)
- 52.227-11 - Patent Rights – Ownership by the Contractor (DEC 2007)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)

- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984)fill in 30
- 52.244-2 - Subcontracts (JUN 2007) - Alternate I (JUN 2007)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAR 2007)
- 52.245-1 - Government Property (JUN 2007)
- 52.245-9 - Use And Charges (JUN 2007)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (FEB 2006)
- 52.247-63 - Preference For U. S. Flag 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)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A 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)
- 252.211-7006 - Radio Frequency Identification (FEB 2007)
- 252.211-7007 - Item Unique Identification of Government Property (SEP 2007)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (DEC 2006)
- 252.215-7004 - Excessive Pass-Through Charges (APR 2007)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (JUN 2005)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)

- 252.225-7004 - Report Of Intended Performance Outside The United States And Canada-
Submission After Award (MAY 2007)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States
(MAY 2007)
- 252.225-7012 - Preference For Certain Domestic Commodities (JAN 2007)
- 252.225-7013 - Duty Free Entry (OCT 2006)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006)
- 252.225-7021 - Trade Agreements (NOV 2006)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUL 2006)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 2005)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The
United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS),
Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises, And
Native Hawaiian Small Business Concerns (SEP 2004)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer
Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information
Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (MAY 2006)
- 252.232-7010 - 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)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.246-7003 - Notification Of Potential Safety Issues (JAN 2007)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000)
*(will be included if the successful offeror made a negative response to the inquiry
at DFARS 252.247-7022)*
- 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:	11 Pages
J-2	Exhibit A - DD Form 1423, Contract Data Requirements:	4 Pages
J-3	Attachment (2) - Workforce Qualifications and Experience	8 Pages
J-4	Attachment (3) – Contract Security Classification Specification (DD 254)	2 Pages
J-5	Attachment (4) – Non-Disclosure Agreement Form	1Page
J-5	Attachment (5) – Accounting and Appropriation Data	1Page

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

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

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

In addition, each offeror must complete the additional contract specific representations and certifications below:

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

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

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

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

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

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

(i) Paragraph (c) applies.

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

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

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

K-3 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

The fill in information is as follows:

{ALL}

- (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.

Yes No

(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.

Yes No

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.

K-6 ORGANIZATIONAL CONFLICTS OF INTEREST REPRESENTATION

The offeror hereby represents that it has reviewed and understands the guidance, requirements, and restrictions in Federal Acquisition Regulation (FAR) Subpart 9.5 ("Organizational and Consultant Conflicts of Interest"). With respect to the guidance provided in FAR Subpart 9.5,

it is aware of no past, present, or currently planned interest (financial, contractual, organizational, or otherwise) or activity relating to the work required to be performed under the contract resulting from the Request for Proposals that would indicate any impingement upon its ability

to render impartial, technically sound, and objective assistance or advice or result in the appearance that it may have an unfair competitive advantage.

[] it is aware of circumstances that may indicate an impingement upon its ability to render impartial, technically sound, and objective assistance or advice or result in the appearance that it may have an unfair competitive advantage.

This representation applies to all affiliates of the offeror and its proposed consultants or subcontractors of any tier.

**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.arnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (OCT 2003)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-1	-	Site Visit (APR 1984)
52.237-10	-	Identification Of Uncompensated Overtime (OCT 1997)

DFAR CLAUSE TITLE

252.209-7001-	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (OCT 2006)
252.211-7005	- Substitutions For Military Or Federal Specifications And Standards (NOV 2005)
252.215-7003	- Excessive Pass-Through Charges – Identification Of Subcontract Effort (APR 2007)
252.225-7003	- Report Of Intended Performance Outside The United States And Canada – Submission With Offer (DEC 2006)

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

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

Contracting Officer, ATTN: Code 3235
Naval Research Laboratory – SSC (NRL-SSC)
Building 1008, Room 206
Stennis Space Center, MS 39529-5004

Solicitation/RFP No.: N00173-08-R-RS06

Closing Date: 15 AUG 2008 Time 3:30 Local Time

Proposals may be hand delivered to the Contracting Office, NRL-SSC, Building 1008, Room 206, Stennis Space Center, MS 39529-5004 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL-SSC is a controlled-access facility. Photo identification will be required. Report first to Visitor Control at the South Gate for access to NRL. After receiving a Visitor Pass, proceed directly to Building 1008 and contact extension 8-4571 or 8-5784 for access to the building. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office

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 : The Offeror shall provide information as required in RFP Section L.15.

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

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

L-6 FAR 52.222-18 – CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

L-7 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)

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

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

L-8 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

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

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

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

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

L-9 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

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

L-10 GOVERNMENT-FURNISHED PROPERTY

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

L-11 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST

If, in Section K, the offeror represented that it is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have an unfair competitive advantage, the offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

The government will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information will be used by the government to determine whether an award to the offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the government to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure or representation of any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the government may terminate the contract for default, recommend that the contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the government in the evaluation of proposals, and if the government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure or representation has been evaluated by the government. Failure to provide the disclosure or representation will be deemed to be a minor informality and the offeror or contractor shall be required to promptly correct the omission.

The provision in Section H, "Organizational Conflict of Interest," may be modified if the Contracting Officer determines it necessary to avoid or resolve a conflict of interest based on the information provided by the offeror. The terms of the provision are subject to negotiation.

L-12 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-13 PROPOSAL ORGANIZATION

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

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

L-14 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND FOUR (4) COPIES .

GENERAL PROPOSAL CONTENT:

Offerors shall furnish an original and FOUR (4) copies of a TECHNICAL PROPOSAL with sufficient detail to show compliance with the requirements stated in each subparagraph of Section C of this solicitation. Specific cost or pricing details shall be omitted from the Technical Proposal.

The technical proposal shall include any drawings, including schematic drawings, which will enable independent technical evaluation of the proposal.

The technical proposal shall clearly and concisely identify and discuss the Offeror's technical and managerial qualifications and approaches to accomplishing the requirements outlined in Section C.

The technical proposal shall be subdivided into a "Proposal Summary" section, a "Workforce Qualifications and Experience" section, a "Technical Approach" section, a "Corporate Resources and Organizational Capabilities" section, and a "Corporate Past Performance Information" section in that order.

The technical proposal shall also contain responses to each of the individual requirements listed in Attachment 1, Attachment 2, and Attachment 3. Each response shall furnish the Government with sufficient detail to enable the technical evaluation panel to independently evaluate each response against the respective Government requirement as stated in Section C and Section M.

L.14.A PROPOSAL SUMMARY

The proposal summary is an unevaluated requirement. The Offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary should be complete, stand on its own, and provide executive level reviewers with an understanding of the content of the proposal. The summary should summarize the highlights, plans and qualifications contained in the body of the technical proposal.

L.14.B WORK FORCE QUALIFICATION AND EXPERIENCE

The Offeror shall document the experience, education, and other qualifications of all personnel proposed to accomplish the technical requirements stated in Section C of this solicitation. As a minimum, the Offeror shall provide the following information for each proposed individual: (a) name of proposed individual; (b) proposed labor category, as designated in Attachment 2; (c) proposed Task areas of involvement, as identified in Attachment 1; (d) educational qualifications; (e) technical or managerial qualifications and experience as they relate to the Statement of Work and the requirements in Attachment 2; (f) length of experience; and (g) previous work history. Key Personnel shall be identified as such.

In addition to the requirements stated above, the Offeror shall (a) describe their plan to retain key personnel throughout the term of any resulting contract, (b) demonstrate their ability to attract additional trained personnel, and (c) describe their strategy for and ability to respond to surges in effort.

L.14.C TECHNICAL AND MANAGERIAL APPROACH

The Offeror shall discuss in detail its proposed technical approach for performance of the tasks required in Section C and Attachment 1 of this solicitation. This discussion shall be in sufficient detail to (a) demonstrate the Offeror's compliance with the specified requirements of this solicitation; (b) demonstrate the Offeror's technical competence and understanding of the purpose, objectives and scope of the required work; (c) demonstrate the Offeror's understanding of the specific technical issues addressed in the requirements; (d) present the Offeror's proposed procedures and solutions proposed to address the technical requirements of this solicitation; and (e) discuss all other pertinent technical issues.

The Offeror shall also provide a managerial plan to demonstrate its capability to efficiently, effectively and economically plan, organize, manage, coordinate and control the work effort required under this solicitation. The Offeror's managerial plan shall address its approach for tracking milestones, costs, subcontractor efforts (if applicable) and deliverables. The Offeror's managerial plan shall also address its proposed internal procedures for assuring timely responses to the Government's research needs on any resulting contract.

L.14.D CORPORATE RESOURCES AND ORGANIZATIONAL CAPABILITIES

The Offeror shall describe and document those resources which the firm will make available to this project, including, but not limited to, (a) financial resources, (b) research, development and

production facilities and equipment, and (c) any other technical resources offered to meet the Government's requirements as stated in Section C of this solicitation.

The Offeror shall document the firm's experience on similar or related projects through narrative descriptions of these experiences. Prior and current program experience should be identified in these narratives by citing contract numbers, contracting agencies or firms, the COR's name and telephone number, the applicable period of performance, and a summary of the nature of the work. The narratives should show the clear relationship of previous work to the requirements of this project.

The Offeror shall demonstrate its capacity to routinely and rapidly respond to the requirements stated in Attachment 1 to this solicitation by providing specific examples drawn from the previous five years of operations.

L.14.E CORPORATE PAST PERFORMANCE INFORMATION

(i) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the Government in reducing the length of the evaluation period.) List the last five contracts or subcontracts completed during the past three years for supplies or services similar in nature to this requirement. Include in the five any current contract or subcontracts for similar supplies/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

(ii) 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 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.

(iii) 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-15 VOLUME II - BUSINESS PROPOSAL**REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES**

The Offeror shall submit a Cost/Pricing Proposal, which shall include such explanatory data as is necessary to establish that proposed costs are reasonable, allocable, appropriate and allowable pursuant to both Part 31 of the Federal Acquisition Regulation (FAR) and Part 231 of the Defense Federal Acquisition Regulation Supplement (DFARS). More specifically, the Cost/Pricing proposals shall provide the following information:

- (a)
 - (i) Labor to include categories of labor, individuals proposed within each category; hours proposed for each individual, and hourly rate for each individual;
 - (ii) Indirect or Overhead Rate(s);
 - (iii) Any Direct Materials proposed;
 - (iv) Any Other Direct Costs proposed;
 - (v) General and Administrative Rate(s);
 - (vi) Facilities Capital Cost of Money Rate(s);
 - (vii) Any other applicable rates;
 - (viii) Other supporting costs;
 - (ix) Fee

- (b) Any information reasonably required to explain the Offeror's estimating process, including mathematical algorithms and judgmental factors used in formulating the estimate; and any contingency assumptions employed in arriving at the proposed price

- (c) Consultants/Subcontractors: Offerors shall describe subcontracting arrangements proposed for completing the work required herein. Sub-Contractors shall be identified as well as the portion of the work to be subcontracted. Documents establishing a subcontracting relationship shall be submitted with the cost proposal. Offerors may arrange for proposed subcontractors to submit supporting cost data directly to the Government. Any such submission shall not be deemed to establish privity of contract between the Government and the proposed sub-contractor. With respect to Independent Contractors or Consultants, the Offeror shall document direct labor rates proposed by providing the Government with copies of either letters of intent or Consultant or Independent Contractor Agreements executed between the Offeror and the Independent Contractor. Offerors who intend to include subcontracted effort as part of their proposal are responsible for ensuring that complete information as described above is provided from each subcontractor as part of their response to this solicitation.

- (d) Material and Travel: FOR PROPOSAL PURPOSES ONLY, Offerors shall use the following estimates (with applicable indirect costs added to the estimate) for required material and travel costs. If subcontractors propose material or travel costs, these must also be burdened and that burden added to the estimates.
 - (i) The "Material" estimate of \$1,000,000.00 per year (a total of \$5,000,000.00 for the entire contract) includes those directly associated items which are expected to be incorporated into end products or expended during performance and minor direct equipment expense.

(ii) The "Travel" estimate of \$200,000.00 per year (a total of \$1,000,000.00 for the entire contract) includes travel and subsistence for work at alternative sites, and for allowable local travel per the Joint Travel Regulations.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that responsible 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. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals received in response to this solicitation will be evaluated in accordance with the criteria stated in Sections L.14.B, L.14.C, L.14.D, and L.14.E, which together comprise the Technical Category; and Section L.15, which comprise the Cost/Pricing category.

M-2-1 – TECHNICAL CATEGORY

The technical evaluation will consider the Offeror's overall approach to, understanding of, and capability to adequately perform and provide the requirements listed in the Statement of Work, as reflected in the Offeror's responses to the evaluation criteria listed in Sections L.14.B, L.14.C, L.14.D, and L.14.E. Technical scores will be based on evaluative determinations of whether the Offeror's proposal meets, does not meet, or, as proposed, is more advantageous than the Government's minimum requirements. Pursuant to FAR 15.306(c), proposals which are found to contain unrealistic technical or schedule terms, which fail to comply with the requirements stated in this RFP, or which are found to be unrealistically high or low in cost/price, may be significantly downgraded or removed from further consideration. Areas within the Offeror's technical proposal that are found to offer unique or innovative technical solutions, or effort beyond the Government's anticipations as stated in Attachment 1, may receive maximum technical scores.

Evaluated Components within the Technical area include "Workforce Qualifications and Experience", "Technical and Managerial Approach", "Corporate Resources and Organizational Capabilities" and "Corporate Past Performance Information". Within the Technical category, the component "Workforce Qualifications and Experience" is weighted significantly higher than the components "Technical and Managerial Approach", "Corporate Resources and Organizational Capabilities", and "Corporate Past Performance Information", all of which are weighted equally

Past Performance – Past performance will be evaluated on the basis of quality of work performed,

timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Contract Section L.14.E and other sources, if available. 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)(iii).

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 the findings of a cost realism analysis. Cost Realism means that the costs in an offeror's proposal represent the most-probable cost; 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 (a) 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; (b) an analysis of costs proposed for travel, materials, consultants and subcontractors, facility capital cost of money, and fee; and (c) an evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

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

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

ATTACHMENT 1

RFP NUMBER N00173-08-R-RS06:

STATEMENT OF WORK

FOR

SATELLITE, COMMUNICATION AND
COMPREHENSIVE MARITIME AWARENESS
RESEARCH AND DEVELOPMENT
AND ASSOCIATED SERVICES

Naval Research Laboratory
Stennis Space Center, MS 39529-5004

1.0 INTRODUCTION

This Statement of Work (SOW) describes the engineering and technical support services to be provided to the Space Systems Development Department (SSDD) of the Naval Center for Space Technology (NCST) located at the Naval Research Laboratory (NRL) in Washington, D.C.

2.0 BACKGROUND

The NCST is the designated lead laboratory for Navy space programs. NCST has the mission to “preserve and enhance a strong space technology base and provide expert capabilities in the development and acquisition of space and related systems.” The Space Systems Development Department (SSDD), a department within NCST, is chartered to develop space and related terrestrial systems, aerospace systems, and tactical communications systems, and to actively pursue emerging technologies advancing space, aerospace, and tactical communications systems. This SOW describes a variety of tasks supporting the efforts of the SSDD. These include performing research on space, airborne, vehicular, and ground-based systems. In recent years, the SSDD has developed Command, Control, Communication, Computing, and Intelligence (C4I) projects for the Department of Defense (DoD) and other U.S. Government agencies. These projects leverage NRL’s experience and expertise in satellite communications, terrestrial ground data systems, network integration and management, ruggedized tactical communications systems, Radio Frequency (RF) systems and antenna integration, and vehicle integration. Services conducted under this SOW will concentrate on system development of integrated C4I solutions for air, ground, and naval platforms. Under this SOW, the Contractor will work with NRL and with operating units of the Army, Navy, Marine Corps, and Air Force to identify emerging user requirements and technology and to apply these emerging technologies to demonstrate potential solutions. The required services include a number of interrelated tasks that leverage one another as the SSDD develops a dynamic family of C4I building blocks to fulfill requirements from many users with common, interoperable technology.

3.0 SCOPE

The contractor shall provide scientific, technical and engineering services for development of hardware and software for satellite, maritime and communications systems and subsystems in three basic areas:

- Satellite Research and Development
- Communications Research and Development
- Comprehensive Maritime Awareness

3.1 Satellite Research and Development

The Contractor shall design and develop selected systems for SSDD satellite programs. In some instances, the Contractor will be required to develop the electronic designs given a set of design

specifications. In other instances, the Contractor will be required to implement the NRL-provided design to complete the development effort through test and integration.

These systems shall maximize the advantages of proven, high efficiency, fault tolerant design topologies that have evolved on the SSDD programs over the past ten years. Each subsequent development effort shall correspond to the system's requirements, schedule and/or development and shall be accomplished in system qualification, and flight production phases.

In-depth knowledge of current and proposed Satellite Calibration architectures, planning and specific approaches to system implementation is required. Software engineering efforts shall also include identification and development of software for various associated systems. The Contractor shall comply with the processes established by NRL Code 8140 for system development. The Contractor shall provide the following software engineering tasks:

- Object-oriented analysis and design of instrument control systems
- In-depth knowledge of Rational Unified Process
- Produce procedures, surveys and analyses pertaining to the existing and future performance of systems under formulation
- Design of software for new satellite, avionics and communications systems, or modifications and upgrades to existing systems

The contractor shall comply with the processes and metrics established by the NRL Code 8140 so that these processes can be applied to various software related efforts. Types of processes covered are:

- Software Independent Verification and Validation (IV&V)
- Requirements Development and Management
- Configuration Management
- Metrics Collection and Analysis

The contractor shall also possess in depth knowledge of Epiware software; which is an integral part of satellite calibration configuration and process management.

3.2 Communications Research and Development

This covers work that is performed in support of rapid prototyping of advanced modular communications architectures for Federal, State and Local governments. The Contractor shall provide support in developing custom communication infrastructure designs that are interoperable with existing stove-pipe technologies and industry standard technologies. The Contractor shall have in-depth knowledge of

- Space, aviation, shipboard, and ground hardware
- IP based tactical backbones
- High-speed RF data communications
- Tactical ruggedization of COTS hardware

- Network-based national intelligence fusion and distribution
- Multi-level security architecture
- Fixed and mobile high-reliability high-availability C4I system development and deployment
- Integration of C4I systems with weapon systems for time-critical targeting, fratricide prevention, and improved targeting accuracy
-

3.3 Comprehensive Maritime Awareness

This covers efforts associated with Comprehensive Maritime Awareness (CMA) Joint Capability Technology Demonstration (JCTD). The goal of CMA is to address serious gaps in our ability to identify and prioritize maritime threats, enabling the proper focus of limited maritime security resources. The Contractor shall provide support in demonstrating the value of interagency and international information exchange through the use of effective data management strategies and automated tools in order to improve Maritime Domain Awareness (MDA).

The CMA services-oriented architecture (SOA) will be the supporting infrastructure for all CMA services and activities, e.g. data collection, anomaly detection and alerting, threat assessment, federated search capabilities, collaboration, and information sharing. The SOA provides enterprise, regional, and replication nodes for the extraction, management, and distribution of maritime data, to support CMA users at the strategic, operational, and tactical levels. The Contractor shall provide personnel with knowledge in

- Vessel Tracking Capabilities
- Service-oriented architectures
- Data Fusion Capabilities

4.0 Technical Requirements

This section describes the basic work performed under each of the above areas.

4.1 System Engineering

4.1.1 Requirements Definition

The Contractor shall assist NRL and the end-user communities to develop requirements for new or evolved C4I systems and to oversee pre-planned capabilities growth under a spiral development process for these systems. The Contractor shall address testability, reliability, and maintainability issues for these systems. The Contractor shall assist the NRL by maintaining requirements traceability as required by each project.

4.1.2 System Definition

The Contractor shall provide scientific and engineering expertise to assist NRL engineers in the definition of technical solutions to NRL customer requirements. The Contractor will develop system block diagrams, data flow diagrams, frequency plans, link budgets, and similar basic system engineering documents to identify the best technical solution to the customer's requirements. The Contractor shall perform industry surveys to identify Commercial- and Government-Off-the-Shelf (COTS and GOTS) equipment applicable to the customer requirements, and will identify the custom hardware and/or software that SSDD must develop to meet program requirements. The Contractor shall evaluate compatibility of the proposed engineering approach with existing infrastructure.

4.2 Integration and Testing

4.2.1 System Integration

The Contractor shall assist NRL engineers in requirements analysis and shall assist in identifying recommended solutions for NRL C4I tasks. The Contractor shall conduct industry surveys to identify new and improved technology for data and voice communications. The Contractor shall assemble and troubleshoot complex C4I systems involving both developmental and off the shelf components. The Contractor shall coordinate mechanical and electrical assembly efforts to ensure smooth integration of these systems. The Contractor shall provide troubleshooting from the system level to the component level on complex, multi-element integrated C4I systems.

4.2.2 Electrical Integration

The Contractor shall provide and perform efforts to integrate complex electronic systems for the NRL. The Contractor shall provide recommendations for combining developmental and COTS items to meet end user requirements. The Contractor shall design and fabricate electrical harnesses, filters, power systems, and grounding systems to ensure proper functioning of these C4I systems as installed. The Contractor shall be familiar with the requirements for installation of electronic systems on military and civilian vehicles, aircraft, and ships. The Contractor shall perform cable routing and other physical installation tasks with knowledge of and attention to accessibility, maintainability, electromagnetic compatibility and susceptibility, and TEMPEST requirements.

4.2.3 Mechanical Integration

The Contractor shall provide and perform efforts to mechanically integrate C4I systems for the NRL. The Contractor shall provide recommendations for combining developmental and COTS items to meet end requirements. The Contractor shall design and fabricate assemblies such as shelves, trays, rack-mount hardware, quick release mechanisms, antenna supports and deployment systems, sensor mountings, and other special mechanical assemblies for integration

of NRL systems on civilian and military vehicles, aircraft, ground data systems, and ships. The Contractor shall be familiar with military and commercial standards for installation of such equipment, particularly safety and accessibility requirements. The Contractor shall perform the installation of NRL designed mechanical components and assemblies on vehicles, aircraft, ships, or in special test laboratories.

4.2.4 System Testing

The Contractor shall plan and execute performance, qualification, and acceptance testing for the NRL. The Contractor shall develop test plans and procedures for complex C4I systems. The Contractor shall be familiar with the concept and the applicability of performance testing, requirement-based formal qualification testing, and manufacturing acceptance testing. The Contractor shall recommend an appropriate level of testing for each component and subsystem. The Contractor shall develop special test equipment necessary to test systems and shall qualify the test equipment against known standards. The Contractor shall develop necessary test software to validate new systems and shall prove test software against known standards. The Contractor shall perform environmental testing of military ground, shipboard, and airborne systems per MIL-STD-810F (and earlier revisions as required). The Contractor shall perform EMI and EMC testing per various standards including FCC Class B and MIL-STD-461E (and earlier revisions as required). The Contractor shall perform electrical power compatibility tests per MIL-STD-704F (and earlier revisions as required). The Contractor shall oversee and evaluate TEMPEST testing. The Contractor shall develop system solutions to problems identified during qualification. The Contractor shall develop performance standards and test methodologies for high-speed terrestrial and satellite voice and data communications systems and perform testing to verify systems to these benchmarks. The Contractor shall validate complex C4I systems per user requirements, including full requirements-based testing of software and hardware performance per customer specifications. The Contractor shall develop system acceptance tests that fully validate assembly and integration of complex C4I systems. The Contractor shall perform system performance testing, identify problems, and solve them while maintaining a tight delivery schedule.

4.2.5 Technical Assessments

The Contractor shall provide technical and scientific assessment tasks for exploratory R&D and advanced technology development projects. The Contractor shall perform technical studies related to ground, space, airborne, and shipborne C4I system applications, designs, and laboratory tests. On the basis of these assessments, the Contractor shall report recommendations regarding mission applications, techniques, designs, and testing protocols. This includes efforts related to technical data reduction and analysis of performance data with respect to bench, static, dynamic, and flight tests, along with correlation with other C4I systems, sensors, and related systems technology.

4.2.6 Studies and Reports

The Contractor shall compose technical summaries and reports of surveys, investigations, or fact-finding efforts for tasks performed under this SOW. The Contractor shall describe documents or information reviewed or referenced; organizations contacted; efforts undertaken;

key progress and accomplishments, problems, or findings; and appropriate recommendations, conclusions, and action items taken. The Contractor shall conduct research into new and emerging technologies and shall produce reports documenting their features and applicability to ongoing NRL programs. The Contractor shall participate in the development and production of proposals for new programs of opportunity that may include study or research programs.

4.2.7 Design, Fabrication and Assembly

The Contractor shall design, develop, fabricate/procure, and test demonstration systems and components. The Contractor shall develop/procure critical components for a variety of C4I and related system architectures. The Contractor shall design, develop, and test components and subassemblies necessary for the fabrication of designated systems. A high level of NRL involvement can be expected from the concept stage through design to fabrication. NRL will provide general guidance as to the components to be developed. When tasked, the Contractor shall provide a development plan for the component development. The development plan shall consist of cost, schedule, and risk analysis elements. The execution of development plan is subject to NRL approval.

4.2.8 Technical and Engineering Support

The Contractor shall provide technical and engineering support for NRL facilities and experiments. The Contractor shall design, fabricate or acquire, and deliver to NRL incidental hardware or software required for the operation of and research within the NRL facilities. The Contractor shall modify, repair, or maintain existing equipment in support of on-going research efforts and document performance of systems or subsystems. The Contractor shall provide experiment support, design, fabrication, maintenance, and repair of system or subsystems.

4.2.9 Support of On-Site and Field Experiments

The Contractor shall provide support, to include procurement of supplies and equipment, fabrication, integration, test and calibration, as well as hardware, software, and diagnostics for efforts at both on-site and for fielded experiments at off-site locations in CONUS/OCONUS. The Contractor, in support of the requirements herein, shall install and operate diagnostic equipment, acquire raw data, process the data, as well as analyze and archive collected data. Upon completion of this analysis, the Contractor shall provide the data acquired, including all disks, tapes, films, etc., and submit a written report of the results.

4.2.10 Contract Management

The scope and complexity of the developmental efforts under this contract will require contractor personnel dedicated to managing the contract. It is anticipated that the developmental efforts under this contract may be supported by a number of sponsoring agencies. It may be necessary to coordinate the work under this contract with related government efforts as well as related work of other contractors. The contractor shall designate a point of contact for contract management. It is understood that the contractor may not have personnel with the full range of

specialized expertise needed under the contract. Therefore, extensive subcontracting may be necessary for services as well as for materials and components. The contractor shall maintain the capability to track the tasking, funding and performance of the subcontractors hereunder and provide timely information to the COR. It is also anticipated that extensive travel by contractor personnel may be necessary in support of the developmental efforts, which may include experiments, data collection and liaison with end-users. Therefore the contractor shall maintain the capability to arrange the travel of contractor personnel to locations in CONUS/OCONUS often on short notice.

5.0 Documentation Requirements

This program documentation task requires the preparation and maintenance of documentation to identify system characteristics and to provide consistent, uniform coverage of program elements.

5.1 Program Planning Documents

The Contractor shall provide inputs to generate and maintain system-planning documents. These documents include program implementation plans, software development plans, configuration management plans, quality assurance plans and system test plans for the NRL Programs.

5.2 Program Briefings

The Contractor shall prepare and / or provide inputs to program status and technical briefings throughout the contract period. The briefings shall be prepared utilizing Microsoft PowerPoint slides, and delivered at the request of the government (CDRL A003).

5.3 Program Design Reviews

The Contractor shall provide documentation in support of System Requirements Review (SRR), Preliminary Design Review (PDR), Critical Design Review (CDR) and Final Design Review (FDR) for each NRL development effort.

5.4 Scientific and Technical Reports

The Contractor shall provide design documentation at the conclusion of the tasks and subtasks related to the developmental item. Documentation forms shall be consistent with the needs of the NRL, as well as existing documentation. The format and delivery will be as required by the COR (CDRL A004). The Contractor shall deliver hardware and software documentation at the conclusion of all tasks and subtasks that include either hardware or software development, or modifications to existing hardware or software. The Contractor shall summarize all work performed and results obtained for the tasks performed under this SOW.

5.5 Final Technical Report

The Contractor shall prepare a final technical report within 30 days after completion of the contract of all SOW tasks and subtasks. Contractor format is acceptable (CDRL A005).

6.0 Administrative Support

In addition to the developmental efforts described above, the contractor shall perform the following related tasks for the Space Systems Development Department:

6.1 Graphics and Drafting Services

The Contractor shall provide for the creation of illustrations, drawings, and other graphic materials required by various programs, studies, proposals, or technical presentations. The Contractor shall provide artistic capabilities and the computer resources to render illustrations, drawings, schematics, block diagrams, flow charts, and text files. The Contractor will scan and edit mechanical and electrical drawings produced using designated CAD systems. The Contractor shall leverage existing drawings and illustrations from previous NRL developments and shall administer files on a variety of file servers. The Contractor shall coordinate graphic requirements associated with program review cycles. The Contractor shall possess requisite hardware, software, and peripheral devices necessary to fulfill task requirements for all work efforts performed off-site from the NRL.

6.2 Computer and Internet Support

The Contractor shall provide systems support for UNIX, DOS, Windows NT, Windows 2000, Windows XP, Linux, and Macintosh workstations supporting the design, development, and testing process. The Contractor shall provide hardware and software maintenance for selected computational systems and shall recommend, acquire, and implement hardware and software solutions, along with additions and upgrades to meet performance and capability needs. The Contractor shall support Internet, Intranet, and Extranet technology application using the NRL Integrated Communications Environment Network (NICE net), the Non-classified Internet Protocol Router Network (NIPRNet), the Secret Internet Protocol Router Network (SIPRNet), and other local area network and wide area network (LAN/WAN) capabilities, as directed. Services shall be provided to the user groups in the form of computer system configuration and management, E-mail and Internet connectivity and configuration, and user assistance. The Contractor shall configure necessary computer hardware and software resources for multimedia briefing presentations. The Contractor shall maintain system component accountability, manage accounts, and manage scheduled maintenance and maintenance agreements.

6.3 Web-Enabled Services and Enterprise Applications

The Contractor shall be responsible for the development, implementation, and maintenance of a variety of web services hosted on NRL computers. The Contractor shall provide web-enabled services both on a project-specific basis and to communicate information on a broader scale to COR-designated parties or to the general public. These services shall include: (i) maintenance of existing web sites and databases, including the design, testing, and implementation of enhancements, adding new modules, and fixing bugs in a short timeframe; and (ii) designing and testing new web sites and databases to support specific program needs. In order to perform these efforts, the Contractor shall have experience using Epiware, which is a key component for current web-sites used by the NRL. All designs shall make maximum use of open-source

products and shall be optimized for multiple browser conditions and environments. When tasked, the Contractor shall assess the “functionality” of existing websites to determine needed improvements and upgrades. This includes implementing and maintaining an open-source (i.e., LAMP [Linux, Apache, MySQL, PHP/Perl], Java, AJAX) knowledge management structure to enable effective document management, and permit information dissemination to facilitate sound business decisions using capabilities in the following five functional areas:

Collaboration/Communication, Workflow Management, Document Management, Record Management and Archive, and Publication. The Contractor shall ensure that all efforts are in compliance with NRL, DoD, and Government-wide web policies and requirements. The Contractor shall provide for the manipulation of media for posting to the websites and shall display program documentation, review packages, address listings, program schedules, and other information in a user-friendly manner. The Contractor shall be responsible for the design, configuration, implementation, and maintenance of necessary file serving methodologies (both hardware and software), data transfer and communication lines, and networking connectivity between the Contractor’s facility, the NRL, and other COR-approved locations.

APPENDIX A – LIST OF TERMS AND ACRONYMS

LIST OF ACRONYMS	
AC	Alternating Current
AJAX	Open Source bundle of software, Asynchronous JavaScript and XML
AJAX	Asynchronous Java and XML
C4I	Command, Control, Communication, Computing, and Intelligence
CAD	Computer Aided Design
CAM	Computer Aided Modeling
CDR	Critical Design Review
CONUS	Continental United States
COR	Contracting Officer's Representative
COTS	Commercial Off the Shelf
CPFF	Cost Plus Fixed Fee
DC	Direct Current
DoD	Department of Defense
DSP	Digital Signal Processor
EMI	Electromagnetic Interference
FCC	Federal Communications Commission
FP	Fixed Priced
FPGA	Field Programmable Gate Array
GOTS	Government Off the Shelf
LAMP	Open Source bundle of software, Linux, Apache, MySQL, PHP/Perl/Python
LAMP	Linux, Apache, MySQL, PHP/Perl
LAN	Local Area Network
NCST	Naval Center for Space Technology
NICenet	NRL Integrated Communications Environment Network
NIPRNet	Non-classified Internet Protocol Router Network
NRL	Naval Research Laboratory's
OCONUS	Outside Continental United States
PDR	Preliminary Design Review
PLD	Programmable Logic Device
PM	Program Manager
PWB	Printed Wiring Board
R&D	Research and Development
RF	Radio Frequency
RFP	Request for Proposal
SIPRNet	Secret Internet Protocol Router Network
SOW	Statement of Work
SRR	System Requirements Review
SSDD	Space Systems Development Department
T&M	Time and Material
TIM	Technical Interface Meeting
WAN	Wide Area Network

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						<i>Form Approved</i> <i>OMB No. 0704-0188</i>																
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.																						
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____																		
D. SYSTEM/ITEM			E. CONTRACT/PR NO. N00173-08-R-RS06		F. CONTRACTOR TO BE PROVIDED AT AWARD																	
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM Technical Data and Documentation Deliverables				3. SUBTITLE																	
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE CLIN 0003, Attach. 1-Sect. 4.0, 5.0, 6.0		6. REQUIRING OFFICE NRL Code ****																	
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED N/A	10. FREQUENCY SEE BLK. 16		12. DATE OF FIRST SUBMISSION SEE BLK. 16		14. DISTRIBUTION																
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16. REMARKS <p>For the purpose of this document, "technical data and documentation deliverables" shall include, but may not be limited to: Computer-Based Deliverables; Technical Reports and Papers, and such other documentation and deliverables as are required pursuant to Contract Section C and Attachment 1.</p> <p>1. The Contractor shall, on an ASREQ basis and as applicable to required effort, provide any and all computer-based deliverables developed under this Contract associated with the Satellite R&D, Communications R&D, and Comprehensive Maritime Awareness efforts incorporated in Contract Section C and Contract Attachment 1, which shall include, but may not be limited to : Hardware, Software, hardware and software documentation, source and user codes, models, algorithms, simulations, hardware and software development plans, hardware and software design documents, experiment-acquired data in all formats; and hardware and software test and validation descriptions, plans and results.</p> <p>2. The Contractor shall, on an ASREQ basis and in accordance with Contract Section C and Contract Attachment 1, provide program planning documents, program briefings, program design reviews, scientific and technical reports and such other technical data and documentation deliverables as may be required to pursue the research effort and associated services. These deliverables shall include, but may not be limited to: design and fabrication documents, drawings & etc.; performance, qualification and acceptance test descriptions, plans and results; block diagrams, data flow diagrams, frequency plans, link budgets, industry survey reports, engineering approach evaluations and recommendations, technical recommendations, performance standards, validation of assembly and integration reports and documentation; problem identification reports, solution recommendations, technical and scientific assessments reports; mission application, techniques, design and protocol recommendations; illustrations, schematics, drawings and other graphic materials; scanned and edited mechanical and electrical drawings; new and emerging technologies summaries, reports, surveys, and investigations; multi-media briefing presentations; reports on web-enabled services and enterprise applications; procurement recommendations; development plans; repairs recommendations and results; system-planning documents, program status and technical briefing inputs, design documentation related to developmental items; and summary reports on all work performed and results obtained.</p> <p>If not specifically stated in the Statement of Work, the format of all deliverables under this CDRL shall be the Contractor's format as reviewed and approved by the COR.</p>						Code ****																
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G. PREPARED BY RICHARD D. SEWELL			H. DATE 30 MAY 2008		I. APPROVED BY		J. DATE															

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST <i>(2 Data Items)</i>					Form Approved OMB No. 0704-0188						
<p>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.</p>											
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____							
D. SYSTEM/ITEM			E. CONTRACT/PR NO. N00173-08-R-RS06		F. CONTRACTOR TO BE PROVIDED AT AWARD						
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TECHNICAL & PROGRAM PROGRESS REPORTS				3. SUBTITLE						
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE CLIN 0003, Attachment 1-Sect. 4.2.10		6. REQUIRING OFFICE NRL Code ****						
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY SEE BLK. 16	12. DATE OF FIRST SUBMISSION SEE BLK. 16		14. DISTRIBUTION						
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK. 16		a. ADDRESSEE		b. COPIES				
16. REMARKS The Contractor shall provide monthly technical progress reports summarizing problems & areas of concern for which Govt. assistance or guidance is needed; and state any anticipated deviation in the Contractor's plan to achieve scientific/technical objectives. The Contractor shall describe technical progress during the reporting period, cite major changes in the technical approach planned at the beginning of the reporting period, and specify any anticipated technical, administrative or logistical problems. The report shall include the following topics: task-objectives, general technical approach, status at the beginning and end of the reporting period; important findings and their implications; and significant hardware and software developments. Unless otherwise stated, the format for all deliverables under this CDRL shall be the Contractor's format as reviewed and approved by the COR. Reports shall be provided by the 15th day of each month for the preceding month in both electronic and hardcopy formats					Draft		Final				
					CODE ****		1				
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					15. TOTAL					0	
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM FINAL REPORT			3. SUBTITLE							
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE CLIN 0003, Attachment 1-Sect. 5.5		6. REQUIRING OFFICE NRL Code ****						
7. DD 250 REQ DD	9. DIST STATEMENT REQUIRED	10. FREQUENCY ONE	12. DATE OF FIRST SUBMISSION		14. DISTRIBUTION						
8. APP CODE		11. AS OF DATE SEE BLK. 16	13. DATE OF SUBSEQUENT SUBMISSION		a. ADDRESSEE		b. COPIES				
16. REMARKS For the purpose of this document, FINAL REPORT shall be a comprehensive summary of all scientific objectives, findings and recommendations, research, development and other efforts performed, and the results obtained over the entire contract period in all of the proposed task areas. The report shall be submitted to the COR on a one-time basis not later than 30 days after completion of the contract, and requires a DD-250 for acceptance by the COR.					Draft		Final				
					CODE ****		1				
					CODE ****		1				
					15. TOTAL					0	
G. PREPARED BY RICHARD D. SEWELL			H. DATE 30 MAY 2008		I. APPROVED BY		J. DATE				

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

PERSONNEL REQUIREMENTS
FOR
SCIENTIFIC, TECHNICAL, AND
ENGINEERING SUPPORT SERVICES

Labor Categories and Qualifications:

The following paragraphs set forth the Government's minimum desired requirements deemed necessary to perform the tasks set forth in the Statement of Work. The Contractor shall be capable of providing the personnel as directed by the Contracting Officer's Representative (COR) according to level-of-effort requirements in the following labor categories and with the experience indicated. Those personnel designated, as "key" shall be available for work efforts on the first day after contract award. Furthermore, key personnel must possess the indicated clearance at the time of contract award and are subject to the provisions listed in Section H-2 of the solicitation. All proposed personnel must be capable of obtaining a Secret clearance.

RESEARCH EFFORT PERSONNEL**Senior Systems Engineer (Key Personnel)**

This senior professional position primarily requires the application of knowledge of systems engineering sciences of satellite, communications and Command & Control systems. The position also requires a thorough knowledge of system requirements definition and development, System integration and test, system architecture development, remote Command & Control technology, data processing techniques, calibration equipment and processes and a working knowledge of fiber optics and laser communications techniques. Concept development utilizing state-of-the-art technology and the generation of advanced processes will be required. This position also requires the ability to resolve technically challenging problems. Considerable travel, both CONUS and OCONUS, will be required.

The Senior System Engineer shall, at a minimum, possess a B.S. in Engineering, or the equivalent, as identified in the OPM Qualification Standards for General Schedule, with a minimum of 12 years experience in RF engineering. This requirement shall include experience in (a) satellite calibration, (b) in-depth knowledge of RF amplifiers, large transmit antennas and feed assemblies, (c) remote Command & Control technology and (d) software engineering.

Ground Test System Coordinator (Key Personnel)

The Ground Test System Coordinator position primarily requires the application of knowledge of engineering and business management techniques to effectively design, implement, and operate state-of-the-art ground test systems involving satellite

technologies. The Ground Test System Coordinator shall be a point-of-contact for program sponsors and other Government officials on program planning, satellite operations, future systems and operational effectiveness, and shall possess demonstrable experience in this function.

The Ground Test System Coordinator shall, at a minimum, possess (a) a B.S. in Engineering, Engineering Management or a related field; (b) fifteen (15) years of demonstrable experience in the management of technical projects; and (c) a minimum twelve (12) years demonstrable experience in dealing with spacecraft operations, antenna's and RF systems.

Senior Software Engineer (Key Personnel)

This professional position involves experience in supporting government projects with specialized skills in simulation technologies, distributed systems, software engineering, software architectures, and the management of large-scale software-based systems for satellite, avionics and communications systems and test systems.

The candidate shall possess (a) a Bachelor's degree, of a technical background, in Engineering, Computer Science, Physics, and/or Math is required; (b) a minimum of 7 years experience is required (10 years desired) in Software Engineering; (c) a minimum of 5 years experience using Object Oriented Design and the Rational Unified Process; (d) demonstrable experience in systems architecture and infrastructure design and development of centralized and distributed systems; and (e) demonstrable experience in resolving engineering problems and developing systems for use in satellite, avionics and communications systems is desirable. Demonstrable experience in the following areas is desirable: (a) tactical digital communication systems and satellite communication systems; and (b) providing systems engineering applications in (i) tactical technology programs, such as the Joint Communications Interface Terminal (JCIT), (ii) satellite flight and ground station development, such as the Interim Control Module (ICM) and WindSat, and (iii) satellite ground station and instrument control system development.

Junior Software Engineer

This professional position involves supporting government projects with specialized skills in software engineering, software architectures, and the implementation of large-scale software-based systems for satellite, avionics and communications systems and

The candidate shall, as a minimum, possess (a) a Bachelor's degree in Engineering, Computer Science, Physics, and/or Math, (b) a Minimum of 1-5 years experience in software engineering; (c) demonstrable working knowledge using Object Oriented Design and the Rational Unified Process; and (d) demonstrable experience in UNIX based systems, EPLware, Rational Software Products, 'C' family of programming language, and JAVA.

Hardware Engineer

The Hardware Engineer shall possess (a) a Bachelor's degree in one of the technical areas of Engineering, Physical Sciences, or Mathematics; (b) demonstrable experience in application of the principles, theories, and concepts associated with work required by the SOW, particular as it relates to advanced concept and prototype spacecraft systems, space and airborne systems, and launch systems; (c) demonstrable understanding of and experience in: (i) specifying, developing and documenting developmental test programs; (ii) conducting systems level environmental and reliability test; (iii) documenting acceptance tests in formal plans and procedures; and (iv) planning and conducting tests and demonstrations in conjunction with an integrating contractor. The Government desires that the Hardware Engineer possess at least four years of demonstrable, directly-applicable experience in analyzing, solving, and accomplishing the complex work required by the SOW.

Technician

The Technician shall possess (a) a Bachelor's degree in one of the technical areas of Engineering, Physical Sciences, or Mathematics; (b) demonstrable experience in application of the principles, theories, and concepts associated with work required by the SOW, particular as it relates to advanced concept and prototype spacecraft systems, space and airborne systems, and launch systems; (c) demonstrable understanding of and experience in: (i) specifying, developing and documenting developmental test programs; (ii) conducting systems level environmental and reliability test; (iii) documenting acceptance tests in formal plans and procedures; and (iv) planning and conducting tests and demonstrations in conjunction with an integrating contractor. The Government desires that the Technician possess at least four years of demonstrable, directly-applicable experience in analyzing, solving, and accomplishing the complex work required by the SOW.

As-Needed Specialists:

The Government anticipates that the services of certain specialists may be required on a less-than-full-time, as needed basis to support the assignments of the engineering and technical personnel. The requirements for these individuals are included below:

Project Analyst

The Project Analyst shall, at a minimum, possess: (a) a bachelor's degree in an applicable field; and (b) demonstrable experience in and understanding of: (i) specifying, developing, and documenting developmental test programs; (ii) conducting systems level environmental and reliability tests; (iii) documenting acceptance tests in formal plans and procedures; and (iv) planning and conducting tests and demonstrations in conjunction with an integrating contractor. The Government desires that the Project Analyst possess (a) at least four years of demonstrable experience in physical science, engineering, math, physics or aerospace; and (b) a minimum of four years of demonstrable experience related to elements of the SOW, particularly to advanced concept and prototype spacecraft systems, space and airborne systems, and launch systems.

Terrestrial Systems Specialist

The Terrestrial Systems Specialist shall, at a minimum, possess: (a) a Bachelor's degree in one of the technical areas of Engineering, Physical Sciences, or Mathematics; (b) demonstrable experience in application of the principles, theories, and concepts associated with the work required by the SOW, particularly as it relates to advanced concept and prototype spacecraft systems, space and airborne systems, and launch systems; (c) demonstrable experience, knowledge, and familiarity with analyzing, researching, designing, developing, testing and evaluating complex digital hardware and software development programs, particularly as these developments relate to specific spaceflight and related terrestrial equipment. The Government desires that this individual possess (a) at least eight years of demonstrable, directly-applicable experience in analyzing, solving, and accomplishing the work required under this SOW; and (b) demonstrable engineering experience related to electrical analysis, design, integration, and test of digital processors, Application Specific Integrated Circuits (ASICs), field programmable gate arrays (FPGA), and their related development systems, as well as the demonstrated capability with various state-of-the-art processors.

Communications System Engineer

The required Communications System Engineer shall, at a minimum, possess (a) at least a Master's degree in one of the technical areas of Engineering, Physical Sciences or Mathematics; (b) at least eight years of directly applicable experience in conceptualizing, analyzing, solving and accomplishing work similar or equal to that

required by the SOW; (c) at least four years of demonstrable experience related to elements of the SOW; (d) demonstrable experience, knowledge, and familiarity with the planning and execution of hardware and software development programs for spaceflight communications using Reduced Instruction Set Computing (RISC) processors, advanced compression algorithms and their related space-qualified chipsets, and design of ground image processors and displays; and (e) demonstrable knowledge of the C++ and Ada software languages, digital data links, and the concepts, protocols, and implementation of a multi-tier system providing intelligence, surveillance and Command, Control and Communications (C3) over multi-gigabit data links. The Government desires that this individual possess (a) a Ph. D. in one of the technical areas of Engineering, Physical Sciences or Mathematics; and (b) demonstrable knowledge of asynchronous transfer mode (ATM) with the expertise and capability to specify and develop ATM protocols for use in terrestrial communications systems.

ASSOCIATED SERVICES PERSONNEL

Travel Specialist

The travel Specialist will assist in planning, executing, coordinating and monitoring the travel schedules for those who are required by contractual circumstances and requirements to travel frequently both CONUS and OCONUS. The position requires a thorough knowledge of Government travel regulations and policies that span multiple Agencies, as well as the DoD. The Travel Specialist shall either be familiar with, or shall learn, a Sponsor-directed travel approval process (Harm's Way) that is currently in place, which must be completed and processed in order for individuals to travel to certain "High Risk" areas as defined by the State Department. This process is in addition to the actual scheduling and booking of travel, lodging, etc.

The Travel Specialist shall, at a minimum, possess (a) four (4) years of demonstrable experience in scheduling, booking and coordinating travel; and (b) a sound background in, demonstrable experience with , and understanding of both DoD and State Department travel regulations.

Contractor Financial Coordinator (Key Personnel)

The Contractor Financial Coordinator shall be responsible for administration of a large budget that involves both O&M and R&D funding, and the movement, reporting and accounting of funding between DoD and other agencies. The Contractor Financial Coordinator shall perform/advise on the performance of such functions as: development of budget recommendations and estimates to support Contractor plans, efforts and activities required under any resulting contract, which may include, but may

not be limited to, (a) presentation and defense of budget estimates before authorities; (b) review and evaluation of budget requests; and (c) control and reporting of obligations and expenditures. Required work may include development, determination, and interpretation of Contractor budgetary policies and practices as they relate to the underlying contractual effort, available Government funding, and government regulations and procedures. The Contractor Financial Coordinator shall monitor and analyze the accuracy of accounting results and compliance with established policies and procedures. The Contractor Financial Coordinator will be responsible for monitoring and coordinating financial reporting requirements, and for providing cost and performance reports.

The Contractor Financial Coordinator shall, at a minimum, possess a B.S. in Management (or related discipline), or the equivalent as identified in the OPM Qualification Standards for General Schedule, with a minimum of 10 years experience in working with DoD financial systems, processes and procedures. Additionally, the position requires at least five (5) years of demonstrable experience and a corresponding knowledge of the Government Contracting process.

Contractor Program Coordinator (Key Personnel)

The candidate for this position shall possess demonstrable management experience in the definition, design, and development of aerospace systems. This position requires a thorough understanding of both the DoD acquisition process and the technical program planning efforts necessary to support the systems engineering management plan, which shall include, but may not be limited to: (a) risk analysis, (b) engineering program integration, (c) program reviews, (d) technical performance measurement, (e) interface control, (f) documentation control, and (g) planning for technical and program management tasks.

The proposed individual shall possess at least eight years of demonstrable experience in the area of program management or project leadership, including at least five years as a Contractor Program Coordinator or manager on projects involving satellite systems, which may include, but shall not be limited to, experience with NRL spaceflight systems. The candidate shall demonstrate that at least four of the years of their experience is related to elements of the SOW. The proposed individual shall, at a minimum, possess a Bachelors degree in Science, Engineering or Mathematics, or equivalent work experience. A higher degree is desirable.

Graphics Artist

The Senior Computer Graphics Artist shall possess (a) a bachelor's degree in an applicable field; (b) demonstrable experience, knowledge, and familiarity with the various computer file formats used to store and translate computer text and graphics

files, including TIFF, EPS, and PICT; (c) demonstrable experience in setting up large graphics, clip art, and presentation server files and maintaining those files for ready access by multiple graphics personnel; (d) demonstrable familiarity with the setup and operation of computer related products, including scanners, SCSI drives, LANs, and other peripheral devices; and (e) demonstrable working knowledge of digital, on-line non-linear video editing on a standard multi-media platform. The Government desires that the candidate possess (a) at least five years of demonstrable direct experience in the creation of original artwork for technical, scientific, and presentation purposes; and (b) demonstrable experience in rendering complex aerospace artwork that incorporates application programs that are available for technical drawing, drafting, rendering, and shading, e.g. ADOBE ILLUSTRATOR and PHOTOSHOP, POWERPOINT, CLARISDraw, ALUDUS FREEHAND, MINICAD, FETCH and FASTRACK.

As-Needed Specialist:

The Government anticipates that the services of certain specialists may be required on a less-than-full-time, as needed basis to support the assignments of the engineering and technical personnel. The requirements for these individuals are included below:

Administrative, Clerical and Graphics Support

The duties for this candidate shall include non-technical writing, word-processing, proofreading, general computer art, paste-ups, database maintenance, and reference checking. The candidate will generally require some supervision and exercises limited judgment and/or discretion. The candidate for this position shall, at a minimum, possess: (a) a high school diploma; (b) at least three years of experience in the above listed duties; and (c) demonstrable experience with standard PC and Macintosh cross-platform applications software, such as WORD, EXCEL, FILEMAKER PRO.

Technical Writer/Editor

The Technical Writer/Editor shall, at a minimum, possess: (a) a bachelor's degree preferably in Engineering, Journalism, Economics, or English; (b) demonstrable proficiency with PC and Macintosh cross-platform word processing and spreadsheet programs (eg, FRAMEMAKER, WORD, EXCEL, FILEMAKER PRO); (c) a demonstrable capability to coordinate, prepare, edit, and proof technical specifications, plans, procedures, and documents related to space and launch vehicle programs; (d) a demonstrable working knowledge of the requirements for military technical manuals in a computer-aided logistics systems (CALs) environment; and (e) a demonstrable capability to collect, compile and track technical data and comments thereto, to include the documentation and tracking of Contract Data Requirements Lists (CDRLs). The Government desires that the Technical Writer/Editor have at least four years of directly applicable experience in analyzing, solving and accomplishing the work required under the SOW.



DD FORM 254:
CONTRACT SECURITY CLASSIFICATION
SPECIFICATION

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">TOP SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center; border: 1px solid black; padding: 2px;">SECRET</div>	
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>		
a. PRIME CONTRACT NUMBER		<input checked="" type="checkbox"/>		a. ORIGINAL <i>(Complete date in all cases)</i>	
				DATE (YYYYMMDD) 2008/06/24	
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>	
				REVISION NO.	
				DATE (YYYYMMDD)	
<input checked="" type="checkbox"/>		c. SOLICITATION OR OTHER NUMBER		c. FINAL <i>(Complete Item 5 in all cases)</i>	
81-4023-08		DUE DATE (YYYYMMDD)		DATE (YYYYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD				N/A	
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
N/A				N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>	
N/A				N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT SPACE SYSTEMS DEVELOPMENT AND ENGINEERING SERVICES.					
10. CONTRACTOR WILL REQUIRE ACCESS TO:					
	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>
b. RESTRICTED DATA		<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input checked="" type="checkbox"/>	
d. FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input checked="" type="checkbox"/>	
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
(2) Non-SCI		<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input checked="" type="checkbox"/>	
g. NATO INFORMATION	<input checked="" type="checkbox"/>		i. HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input checked="" type="checkbox"/>	
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l. OTHER <i>(Specify)</i>	<input checked="" type="checkbox"/>	
k. OTHER <i>(Specify)</i>		<input checked="" type="checkbox"/>	STE/STU III SECURE VOICE CAPABILITIES		

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 8146

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 TOP 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 checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY 1226.2, 8146, 8102

NON-DISCLOSURE AGREEMENT
FORM

NON-DISCLOSURE AGREEMENT

I understand that in the performance of my duties under Naval Research Laboratory contract number N00173- I may have access to information of a sensitive nature including, but not limited to, other organizations' proprietary information, Government procurement sensitive information, source selection information (see Federal Acquisition Regulation 2.101, 3.104-4 and 9.505-4), personally identifiable information subject to the Privacy Act of 1974, and information designated For Official Use Only. I agree that I will access such information only to the extent necessary to perform my duties under the contract. I further agree that I will not disclose or release such information to any person, or other entity, either within or outside of the United States Government, including representatives of the organization by which I am employed, except as necessary to perform my duties under the contract or as expressly authorized in writing by the Contracting Officer.

I understand that any unauthorized disclosure or release of such information may result in the termination of my services at the Naval Research Laboratory. Criminal or civil sanctions may also apply.

In the event I disclose or release any such information described herein, I will advise the Technical Manager or the Contracting Officer's Representative (identified elsewhere in the contract) of the disclosure as soon as practicable. That advice will identify the person or other entity to which the information was disclosed or released and the content of that information.

I understand that, following completion of the contract or if my employment is terminated prior to contract completion, I have a continuing obligation not to disclose or release such information obtained there under.

I understand that my supervisor will monitor my compliance with this nondisclosure agreement.

EMPLOYEE SIGNATURE

DATE

EMPLOYEE NAME (*Print*)

SUPERVISOR SIGNATURE

DATE

SUPERVISOR NAME (*Print*)

ACCOUNTING & APPROPRIATION
DATA

(TO BE PROVIDED AT AWARD)