

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-C9	PAGE OF PAGES 1 26
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-08-R-TB02	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 19 DEC 07	6. REQUISITION/PURCHASE NUMBER 14-0005-08	

7. ISSUED BY Naval Research Laboratory, Code 3220.TB 4555 Overlook Ave., SW Building 222, Room 115 Washington, DC 20375	CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)
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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. 222, Rm. 115, NRL, Washington, DC until 4:00 PM local time 22 Jan 08

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 John Booros	B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 767-2120	C. E-MAIL ADDRESS john.booros@nrl.navy.mil
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**11. TABLE OF CONTENTS**

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

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

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE	18. OFFER DATE
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**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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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)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

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

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide engineering technical and administrative support in accordance with Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>			\$	\$

\* *Not Separately Priced*

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

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

**C-1 STATEMENT OF WORK**

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

## C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

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

## C-3 SUBCONTRACTING PLAN

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

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

## SECTION D PACKAGING AND MARKING

### D-1 PACKAGING AND MARKING

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

## SECTION E INSPECTION AND ACCEPTANCE

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

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.246-5	- Inspection Of Services - Cost Reimbursement (APR 1984)
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<u>DFARS CLAUSE</u>	<u>TITLE</u>
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252.246-7000	- Material Inspection And Receiving Report (MAR 2003)
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### E-2 INSPECTION AND ACCEPTANCE

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

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:**

**FAR CLAUSE    TITLE**

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

**F-2 PERIOD AND PLACE OF PERFORMANCE**

(a) The term of this contract is from the date of contract award through 12 months thereafter, with four (4) options that, if exercised, will extend the period of performance an additional 12 months each.

(b) The principal place of performance for the Administrative categories under this contract shall be the Naval Research Laboratory, Washington, DC. The principal place of performance for the Technical Specialist categories under this contract shall be the Naval Research Laboratory Flight Support Detachment (NRLFLTSUPPDET), Patuxent River Naval Air Station (PAXRIV), Lexington Park, MD.

**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 ONR 5252.242-9718 - TECHNICAL DIRECTION (FEB 02)**

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or his duly authorized representative. 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 serves to accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction 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 only individual authorized to in any way 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 working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of work statement, which is not affected by the disputed technical direction.

**G-4 SUBCONTRACTORS/CONSULTANTS**

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

(b) The following subcontractors/consultants have been identified in the Contractor's proposal as

necessary for performance of this contract:

Subcontractor/Consultant Name	Estimated Cost
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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-5 INCREMENTAL FUNDING**

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

### **G-6 INFORMATIONAL SUBLINE ITEMS**

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

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

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

### **G-8 PAYMENT AND VOUCHER INSTRUCTIONS**

In accordance with the contract clause, *Electronic Submission of Payment Requests* (DFARS 252.232-7003), the contractor must submit requests for payment electronically 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.

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

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

<b>Send More Email Notifications</b>	
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
*to be completed at time of award	*to be completed at time of award

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 17,680 total hours of direct labor, for the base year and Option year I if exercised, and 17,160 total hours of direct labor for each additional option year, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 1,473 hours per month for the base year and Option year I if exercised, and 1,430 hours per month for each additional option year, if exercised,. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

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

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure

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

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

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

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

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

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

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

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

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

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

<b>Labor Category</b>	<b>Basic Effort</b>	<b>Option I</b>	<b>Option II</b>	<b>Option III</b>	<b>Option IV</b>
Team Leader	2080	2080	2080	2080	2080
Technical Specialist Maintenance Manager	2080	2080	2080	2080	2080
Senior Flight Test and Evaluation (T&E) Engineer	1040	1040	520	520	520
Technical Specialist Project Coordination	4160	4160	4160	4160	4160
Technical Specialist Electronics	2080	2080	2080	2080	2080

Technical Specialist Electrical	2080	2080	2080	2080	2080
Administrative Manager MSD	2080	2080	2080	2080	2080
Administrative Manager Maintenance/Material Control	2080	2080	2080	2080	2080
<b>Total</b>	<b>17,680</b>	<b>17,680</b>	<b>17,160</b>	<b>17,160</b>	<b>17,160</b>

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

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

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

#### H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

#### H-6 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

##### First Option

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

##### Second Option

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

**Third Option**

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

**Fourth Option**

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

**H-7 OPTION(S)**

The Government may require performance of the numbered line items identified in the Schedule as optional items at the price stated in the Schedule. The Contracting Officer may unilaterally exercise the option by written notice to the Contractor anytime prior to the current completion date of the contract. The Government may elect to exercise its option by issuing a new contract for the option. Except as provided in the schedule, the new contract will have the same terms and conditions as this contract including any unexercised options.

**H-8 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-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).

## PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

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

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

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

#### a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.202-1	- Definitions (JUL 2004)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (SEP 2006)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52-203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (SEP 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)
- 52.204-10 - Reporting Subcontract Awards (SEPT 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)
- 52.215-11 - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
- 52.215-13 - Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
- 52.215-14 - Integrity Of Unit Prices (OCT 1997)
- 52.215-15 - Pension Adjustments And Asset Reversions (OCT 2004)
- 52.215-17 - Waiver Of Facilities Capital Cost Of Money (OCT 1997)  
( *will be included if the successful offeror does not propose facilities capital cost of money*)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005)  Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 52.219-9 - Small Business Subcontracting Plan (SEP 2007) - Alternate II (OCT 2001)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (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)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2006)
- 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)

- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)  
*(will be included if the successful offeror is a small business or a non-profit organization)*
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)  
*(will be included if the successful offeror is not a small business or a non-profit organization)*
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 2005)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully funded)*
- 52.232-22 - Limitation Of Funds (APR 1984) *(Applicable when the contract or task order is not fully funded)*
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2003) Alternate I (FEB 2002)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002) - 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 I (APR 1984)
- 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 Air Carriers (JUN 2003)
- 52.249-5 - Termination For Convenience Of The Government (Educational And Other Non-Profit Institutions) (SEP 1996)
- 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)
- 252.211-7007 - Item Unique Identification of Government Property (SEP 2007) (*fill in* )
- 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)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.219-7004 - Small Business Subcontracting Plan (Test Program) (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)
- 252.225-7012 - Preference For Certain Domestic Commodities (JAN 2007)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (MAR 2006) (*fill in* : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission Of Payment Requests (MAY 2006)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.242-7004 - 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)
- 252.246-7003 - 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*)

252.251-7000 - *at DFARS 252.247-7022*  
Ordering From Government Supply Sources (NOV 2004)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(3) For long-term contracts—

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

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

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

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

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

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

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

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to

complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

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

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

### **I-3 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)**

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

#### **WARNING**

Contains (or manufactured with, if applicable) \*\_\_\_\_\_, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*\*The Contractor shall insert the name of the substance(s).*

## **PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

### **SECTION J**

#### **LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Statement Of Work - 4 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, Pages.
- J-2** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser: 080-07 Dated 2007/10/17 Pages 2.
- J-3** Attachment (3) – Personnel Qualifications, 3 Pages.
- J-4** Attachment (4) – Accounting and Appropriation Data- 1 page. \*

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

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

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

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

In addition, each offeror must complete the additional contract specific representations and certifications located at <http://heron.nrl.navy.mil/contracts/repsandcerts.htm>.

**K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is 541330
- (2) The small business size standard is \$4,500,000

**SECTION L  
INSTRUCTIONS CONDITIONS AND NOTICES  
TO OFFERORS OR RESPONDENTS**

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

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

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

**FAR CLAUSE    TITLE**

52.204-6    -    Data Universal Numbering System (DUNS) Number (OCT 2003)

- 52.215-1 - Instructions To Offerors- Competitive Acquisition (JAN 2004)
- 52.215-5 - Facsimile Proposals (OCT 1997)  
Paragraph (c) is completed as follows: (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to john.booros @nrl.navy.mil (primary) or jan.bays @.nrl.navy.mil (alternate) in either Microsoft Word (2000 or earlier) or pdf format.
- 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)
- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (OCT 2000)
- 52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
- 52.222-50 - Combating Trafficking In Persons (AUG 2007)
- 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)
- 252.215-7003 - 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:

**Contracting Officer, ATTN: Code 3220.TB**  
**RFP No. N00173-08-R-TB02 Closing Date: 22 JAN 2008 Time: 4:00 PM EST**  
**Naval Research Laboratory**  
**4555 Overlook Avenue, S.W.**  
**Washington, D.C. 20375**

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

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

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

Any contract awarded as a result of this solicitation will be a  DX rated order;  DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700),

and the Contractor will be required to follow all of the requirements of this regulation.

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

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below
- (c) See L-11, Volume II – Business Proposal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of identification and assertion)

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

**L-8 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the contact location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award no later than 15 days after issuance of this Solicitation*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-9 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-10 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES .

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price.

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

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

- (a) Personnel Qualifications- Provide documentation to demonstrate the availability, experience, skills and other qualifications of the proposed personnel with respect to the requirements set forth in Attachment No. 3, Personnel Qualifications. The offeror must provide resumes for all proposed personnel. Each resume must address experience, including project skills, education, and other qualifications
- (b) Company Experience and Management Approach – Provide documentation to demonstrate project management approach for accomplishing the Statement of Work (SOW). Document company experience in maintaining continuity; avoiding interruptions resulting in program disruptions or loss of key, project corporate memory by reliably providing capable personnel and management support. Provide references for experience cited including customer points of contacts with office phone numbers, organization and any applicable contract or project number or title.

PAST PERFORMANCE INFORMATION

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

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

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

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

## **L-11 VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND COPIES

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

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

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

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2002) with its Alternate II (OCT 2001), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and

minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

**L-12 MATERIAL ESTIMATE (FOR PROPOSAL PURPOSES ONLY)**

Offerors shall use the following estimate (with applicable indirect costs added to the estimate) for required material costs. The material estimate below includes those directly associated items which are expected to be incorporated into end products or expended during performance and minor direct equipment expense.

ESTIMATED MATERIAL	BASE	OPTION I (if exercised)	OPTION II (if exercised)	OPTION III (if exercised)	OPTION IV (if exercised)	Total Estimated Material
Total Estimated Material	\$36,000	\$36,000	\$36,000	\$36,000	\$36,000	\$180,000

**L-13 TRAVEL ESTIMATE (FOR PROPOSAL PURPOSES ONLY)**

Offerors shall use the following estimate (with applicable indirect costs added to the estimate) for required travel costs. The travel estimate below includes travel and subsistence for work at alternative sites, and allowable local travel per the federal Joint Travel Regulations.

ESTIMATED TRAVEL	BASE	OPTION I (if exercised)	OPTION II (if exercised)	OPTION III (if exercised)	OPTION IV (if exercised)	Total Estimated Travel
Total Estimated Travel	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$300,000

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M-1 EVALUATION**

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

**M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. The technical factor is more

important than the cost factor. The technical sub-factors are as follows and are stated in order of importance.

Personnel Qualifications  
Company Experience and Management Approach  
Past performance

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

### **(1) PERSONNEL QUALIFICATIONS**

The proposed personnel will be evaluated on the experience and qualifications of the proposed personnel relevant to the proposed task.; the quantity and quality of the Offeror's corporate experience relevant to the proposed task; and the previous experience of the key personnel including the degree to which they meet the requirements set forth in the Personnel Qualifications, Attachment 3.

### **(2) COMPANY EXPERIENCE AND MANAGEMENT APPROACH**

The soundness of the Offeror's project management approach for accomplishing the SOW, the offerors success in maintaining continuity, and avoiding interruptions resulting in program disruption or loss of key, project corporate memory by reliably providing capable personnel and management support.

### **(3) PAST PERFORMANCE**

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

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

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

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

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

(b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

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

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

## Statement of Work

As the Navy's premier Scientific and Technology (S&T) research laboratory, the Naval Research Laboratory (NRL) provides support for broadly based exploratory and advanced development programs in response to identified and anticipated Navy needs. This includes multi-disciplinary support to numerous Navy Warfare Centers and other government facilities tasked with the development and testing of the Navy's next generation of weapons systems and platforms. To accomplish airborne-related S&T requirements, the Chief of Naval Operations (CNO) has tasked NRL and Scientific Research and Development Squadron One (VXS-1) to provide the necessary aircraft and support personnel. In turn, NRL maintains a Military Support Division (MSD), Code 1400, that ensures military and contractor personnel are available to meet project requirements. MSD also provides coordination and liaison between the scientific communities at NRL, other government activities and VXS-1 at Naval Air Station (NAS) Patuxent River, Maryland. Further, VXS-1 employs numerous aircraft to accommodate ground and flight test evolutions.

Due to the complexity associated with the development of advanced technology weapon systems and the continual turn over of military personnel, NRL's MSD and VXS-1 must augment their military/civil service staff with specialized managerial, engineering, administrative, and technical support. This not only ensures project continuity but also provides highly qualified expertise with unique knowledge not normally found in fleet personnel. The additional program and engineering support services afford a single Point of Contact (POC) for the NRL MSD and VXS-1 managers to assure critical communications and information are maintained between program sponsors during the requirements identification phase and throughout the development, testing, and evaluation processes. The technical services provide the expertise required for the performance of specialized design, fabrication, installation, operation, removal, and maintenance of one-of-a-kind research systems associated with VXS-1 airborne research laboratories. Contractor support resources are also used to perform administrative functions for NRL's military contingent and to provide VXS-1 maintenance management assistance.

### 1.0 Scope

This contract shall provide managerial, engineering, administrative, and technical support for the NRL MSD (Code 1400) and VXS-1 (Code 1600) as described in the following tasks. This Statement of Work (SOW) applied to the basic contract and each option year.

### 2.0 Requirements

The Contractor shall provide the managerial, engineering, administrative, and technical support necessary to accomplish the following:

Task 1: Program/Engineering Management Support. The contractor shall provide program and engineering management services in support of unique S&T projects, including the following tasks:

- 1.1 Define new program requirements or update existing program requirements for S&T projects. Investigate and analyze NRL, VXS-1, and other participating

organization evolving S&T program management issues to develop and recommend innovative, practical solutions.

- 1.2 Define and maintain program requirements. The contractor shall provide task support and innovative practical solutions concerning management issues unique to NRL, VXS-1, and other government program offices.
- 1.3 Coordinate requirements and tasking received at various meetings and/or via documents and correspondence with Program Offices.
- 1.4 Research and investigate potential responses to tasking and recommend responses to NRL's MSD personnel.
- 1.5 Provide engineering and managerial support to NRL Commanding Officer, Chief Staff Officer, and MSD Officer during meetings, briefs, and correspondence. This support will be in relation to new program development and continuity of existing programs on the airborne research platforms operated and maintained by VXS-1. Support must include attendance of meetings then providing debriefs and assessments of relevant issues related to prospective airborne research programs.
- 1.6 Receive direction from Commanding officer and assist with the establishment of requirements of Statements of Work for Memorandums of Understandings (MOUs), Memorandums of Agreements (MOAs) with NRL Office of Council..
- 1.7 Research potential NRL and VXS-1 S&T program tasking requests to identify specific requirements and formulate response recommendations. This must include liaison with Program Offices who are inquiring about working with NRL to facilitate follow-up administrative and funding actions.
- 1.8 Provide support to NRL Directorates and other organizations, as required, during planning and execution of projects employing VXS-1 airborne research platforms. The contractor shall assist the customers in their role as end-users of the VXS-1 aircraft by conducting required pre-test planning, scheduling, and coordination. This will be accomplished with the intent to assure all assets are in-place to support required test, demonstrations, and exercises.

Task 2: Airborne Research Platform Support. The contractor shall provide technical support for VXS-1 airborne research platforms, including the following tasks:

- 2.1 Assist in the design, development, fabrication, and pre-installation test of project installation provisions.
- 2.2 Provide engineering and technical support in the installation, modification, upgrading, and removal of project-related systems, equipment, and any provisions used for installation.

- 2.3 Perform scheduled and unscheduled maintenance on project-unique equipment in accordance with applicable maintenance and/or NAVAIR instructions.
- 2.4 Arrange for repair and supply support for project-unique systems, equipment, and components, including those not supported by organic Navy maintenance organizations.
- 2.5 Perform Work Center maintenance administration functions necessary to comply with NAMP instructions, as well as VXS-1 Maintenance Control and Special Projects Work Center requirements.
- 2.6 Attend meetings to maintain liaison within the command, and review project work requests, Configuration Control Sheets (NRL 4790/1273), and other documentation relating to installation, maintenance, and removal of airborne research projects.
- 2.7 Operate and maintain project equipment during in-flight operations.

Task 3: Airborne Surveillance Command and Control (ASC2) Project Support. Provide technical support to VXS-1 in performing all necessary functions required to maintain the ASC2 research platform to include:

- 3.1 Provide the aircraft support required for the Airborne Early Warning (AEW) and Cooperative Engagement Capability (CEC) project installation. This must include performance of all scheduled and unscheduled maintenance in accordance with applicable Navy Maintenance instructions.
- 3.2 Provide engineering and technical support in the upgrade and modification of the ASC2 aircraft to allow for installation of research and development systems that may be utilized by the ASC2 aircraft systems.
- 3.3 Provide the administrative support required to maintain the ASC2 aircraft including: maintenance and upgrading of AEW/CEC systems publications and drawing, maintaining and upgrading the NALCOMIS systems when ordering and tracking items for repair, and operating as a VXS-1 Work Center responsible to the Maintenance Officer
- 3.4 Provide engineering and technical support for the ASC2 AEW/CEC aircraft systems and other unique one-of-a-kind project equipment and components not supported by Navy maintenance organizations.

Task 4: Special Projects Work Center Support. The contractor shall provide technical support to the VXS-1 Special Project Work Center for projects utilizing VXS-1 NP-3D, C-12, and other research platforms, to include the following tasks:

- 4.1 Provide assistance to the Projects Coordinator, senior engineering representatives, and project engineers to develop procedures and determine

locations for non-standard aircraft project installations in accordance with NRL/NAVAIR directives.

- 4.2 Ensure all project installations are electrically and mechanically compatible with existing aircraft systems and are safe for flight operations. Provide recommendations and repairs for the correction of identified deficiencies.
- 4.3 Provide technical on-the-job training for engineers and technicians concerning RDT&E instrumentation and aircraft interface requirements.
- 4.4 Maintain liaison within VXS-1, NRL, and other organizations to coordinate the installation, maintenance, and removal of airborne research project equipment.

Task 5: Administrative Support. The contractor shall provide administrative support to the NRL Commanding Officer, Chief Staff Officer, MSD Officer, and the VXS-1 Maintenance Officer to include the following tasks:

- 5.1 Provide day-to-day administrative support relating to manpower, travel and budget tracking associated with the NRL flight operations.
- 5.2 Provide administrative support for the VXS-1 Computer Operations Department, including record keeping, reporting, maintaining, and upgrading VXS-1 Information Technology resources pertaining to the Navy and Marine Corps Intranet and legacy systems. This must also include liaison with ONR relating to tracking of standard and non-standard computer hardware and software.

CONTRACT DATA REQUIREMENTS LIST <i>(1 Data Item)</i>						Form Approved OMB No. 0704-0188		
The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services 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. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM NRL Management/Technical Support			E. CONTRACT/PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM Contractor On-Site Labor Report			3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.) N/A			5. CONTRACT REFERENCE		6. REQUIRING OFFICE NRL Code 1400			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MONTHLY	12. DATE OF FIRST SUBMISSION 30 DAC		14. DISTRIBUTION			
8. APP CODE n		11. AS OF DATE n/a	13. DATE OF SUBSEQUENT SUBMISSION See Block 16		a. ADDRESSEE		b. COPIES	
16. REMARKS The Contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data:  Reporting Period: Contract Number (and Order Number, if applicable): Contract Value: Current Funding: Amount Expended in Current Period: Total Expended to Date: Date Submitted:  Labor (including subcontractors)- Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately.					COR, Code 1400	Draft	Final	
					AO, Code 1202		Reg	Repro
					15. TOTAL	0	2	0
G. PREPARED BY NRL Code 1400			H. DATE 10/10/2007	I. APPROVED BY		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

**CONTRACT DATA REQUIREMENTS LIST**

*Form Approved*  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 440 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 Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0002	<b>B. EXHIBIT</b> A	<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____
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<b>D. SYSTEM/ITEM</b> NRL Management/Technical Support	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Quarterly Progress Reports	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> NRL Code 1400
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> QTRLY	<b>12. DATE OF FIRST SUBMISSION</b> 60 DAC	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See block 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
					Reg
					Repro

<b>16. REMARKS</b> Include summary defining participating performance/material expenditures, and actions taken during preceding quarter. Subsequent submissions shall be by the 15th day of the first month of the next quarter.	Code 1400		1	
	<b>15. TOTAL</b>	0	1	0

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

<b>1. DATA ITEM NO.</b> A003	<b>2. TITLE OF DATA ITEM</b> Meetings and/or Trip Reports	<b>3. SUBTITLE</b>
---------------------------------	--	--------------------

<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b> NRL Code 1400
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<b>7. DD 250 REQ</b> LT	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b> ASREQ	<b>12. DATE OF FIRST SUBMISSION</b> See block 16	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b> N		<b>11. AS OF DATE</b> N/A	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See block 16	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
					Reg
					Repro

<b>16. REMARKS</b> As requested, by the tenth working day after meeting or contract related trips, submit reports documenting technical discussions, attendees list and technical report. Include copies of all documentation.	Code 1400		1	2
	<b>15. TOTAL</b>	0	1	2

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

<b>1. DATA ITEM NO.</b>	<b>2. TITLE OF DATA ITEM</b>	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b>
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<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
					Reg
					Repro

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

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

<b>1. DATA ITEM NO.</b>	<b>2. TITLE OF DATA ITEM</b>	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b>	<b>6. REQUIRING OFFICE</b>
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<b>7. DD 250 REQ</b>	<b>9. DIST STATEMENT REQUIRED</b>	<b>10. FREQUENCY</b>	<b>12. DATE OF FIRST SUBMISSION</b>	<b>14. DISTRIBUTION</b>	
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>	<b>13. DATE OF SUBSEQUENT SUBMISSION</b>	<b>a. ADDRESSEE</b>	<b>b. COPIES</b>
				Draft	Final
					Reg
					Repro

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

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

<b>G. PREPARED BY</b>	<b>H. DATE</b>	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION</b> <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				<b>1. CLEARANCE AND SAFEGUARDING</b> a. FACILITY CLEARANCE REQUIRED <div style="text-align: center; font-weight: bold;">TOP SECRET</div> b. LEVEL OF SAFEGUARDING REQUIRED <div style="text-align: center;">NONE</div>	
<b>2. THIS SPECIFICATION IS FOR: (X and complete as applicable)</b>			<b>3. THIS SPECIFICATION IS: (X and complete as applicable)</b>		
a. PRIME CONTRACT NUMBER <div style="text-align: center;">X</div>		a. ORIGINAL (Complete date in all cases) DATE (YYYYMMDD) <div style="text-align: center;">2007/10/17</div>			
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs) REVISION NO. DATE (YYYYMMDD)			
c. SOLICITATION OR OTHER NUMBER 14-0005-08		DUE DATE (YYYYMMDD)		c. FINAL (Complete Item 5 in all cases) DATE (YYYYMMDD)	
<b>4. IS THIS A FOLLOW-ON CONTRACT?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
<b>5. IS THIS A FINAL DD FORM 254?</b> <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.					
<b>6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)</b>					
a. NAME, ADDRESS, AND ZIP CODE  FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  N/A	
<b>7. SUBCONTRACTOR</b>					
a. NAME, ADDRESS, AND ZIP CODE  N/A		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  N/A	
<b>8. ACTUAL PERFORMANCE</b>					
a. LOCATION  N/A		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)  N/A	
<b>9. GENERAL IDENTIFICATION OF THIS PROCUREMENT</b>  TECHNICAL AND ADMINISTRATIVE SUPPORT TO THE NAVAL RESEARCH LABORATORY'S MILITARY SUPPORT DIVISION AND SCIENTIFIC DEVELOPMENT SQUADRON ONE (VXS-1)					
<b>10. CONTRACTOR WILL REQUIRE ACCESS TO:</b>			<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI	X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION	X		i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION	X		l. OTHER (Specify)		
k. OTHER (Specify)					

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 1400

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.*)

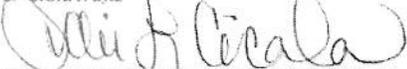
16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

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 type="checkbox"/>            | e. ADMINISTRATIVE CONTRACTING OFFICER                             |
| <input checked="" type="checkbox"/> | f. OTHERS AS NECESSARY 1226.2, 1202, 1400                         |

### Personnel Qualifications

All personnel must be able to obtain and hold a Secret security clearance.

#### Team Leader (Key Position)

Experience: Must have a minimum of 12 years experience as a Program Manager and/or Team Leader of Government projects or contractor teams. This position must be familiar with NRL and VXS-1 airborne research efforts, NP-3D/C-12 and other research aircraft, and project aircraft installation peculiarities.

Education: Must have a BS degree in a physical science or engineering discipline. Two years experience in performing in a technical discipline in a research environment can be substituted for each year of education required for BS degree.

#### Technical Specialist – Maintenance Manager (Key Position)

Experience: Must have a minimum of 10 years of experience in Navy maintenance management practices relating to research aircraft and associated systems. Experience supporting one-of-a-kind special research programs and coordinating Navy scientific programs involving military and contractor personnel is required. This individual must also be qualified in Ground Support Equipment (GSE) operation, auxiliary power unit operation, and aircraft quality assurance procedures. Must be proficient in presenting technical information both written and orally.

Education: Requires a High School diploma or GED and completion of formal Navy technical training schools relating to aircraft systems and operational/maintenance practices.

#### Senior Flight Test and Evaluation (T&E) Engineer

Experience: Must have a minimum of 10 years experience in aviation activities with 5 years experience in planning and execution T&E events. Experience with Navy's AEW/CEC program and in missile defense test events is required. This position also requires eligibility to be certified as a Project Specialist in accordance with NRL/VXS-1 requirements.

Education: Must have a Masters degree in a physical science or engineering discipline. Two years experience in performing in a technical discipline in a research environment can be substituted for each year of education required for BS degree.

#### Technical Specialist—Project Coordination (Key Position)

Experience: Must have a minimum of 10 years experience with U.S. Navy aircraft technical data packages, a minimum of 5 years experience with P-3, and 2 years experience with C-12 special projects. Candidates for this position must be familiar with aircraft installation, maintenance, weight and balance, and NAVAIR flight clearances procedures. The individual must be qualified in ordnance handling procedures, GSE operation, aircraft Quality Assurance procedures, and auxiliary power unit operation.

Education: Requires a High School diploma or GED and completion of formal Navy technical training schools relating to aircraft systems and operation as well as maintenance practices.

Technical Specialist – Project Support

Experience: Must have a minimum of 10 years U.S. Navy aviation maintenance experience of which 3 years were in support of installation of unique airborne research or test projects. Candidates for this position must have experience using technical data packages to support installation and removal of special projects in aircraft. The candidate for this position must also be familiar with aircraft maintenance requirements, aircraft weight and balance procedures, special projects operations, and aircraft modification practices. Qualifications in ordnance handling procedures, GSE operation, aircraft Quality Assurance procedures, and auxiliary power unit operation are required.

Education: Requires a High School diploma or GED and completion of formal Navy technical training schools relating to aircraft systems and operational/maintenance practices.

Technical Specialist – Electronics

Experience: Must have a minimum of 10 years experience with U.S. Navy aircraft avionics systems maintenance and repair, of which 5 years must be in support of research aircraft avionics and electronic systems. Experience with AEW/CEC systems, avionics, and wiring peculiarities associated with P-3 aircraft special project installations is preferred. The individual must be qualified in GSE and auxiliary power unit operation.

Education: Requires a High School diploma or GED and completion of formal Navy technical training schools relating to aircraft systems and operational/maintenance practices.

Technical Specialist – Electrical

Experience: Must have a minimum of 10 years experience in maintenance and repair for U.S. Navy aircraft electrical systems, of which 5 years must be in support of research aircraft systems. Experience with electrical/instrumentation interfaces and the wiring associated with incorporating one-of-a-kind special project systems with standard aircraft systems is preferred. This position must be qualified in GSE and auxiliary power unit operation.

Education: Requires a High School diploma or GED and completion of formal Navy technical training schools relating to aircraft systems and operational/maintenance practices.

Administrative Manager – NRL/MSD Support (Key Position)

Experience: Must have a minimum of 10 years experience supporting Navy Operations and Command Structures including specific experience with Navy correspondence, manpower planning, budgeting, and travel procedures. Position must have 5 years experience with Navy security procedures including the drafting of classified messages and publications, handling of classified material, and transmitting of Navy personnel security messages. Additionally, candidates for this position must have experience tracking travel costs through the Defense Travel System and be

familiar with NRL manpower and fiscal tracking databases. A working knowledge of Navy protocol procedures relating to command functions and dignitary visits is also a requirement.

Education: Requires a High School diploma or GED and completion of formal Navy administrative training schools or 32 credit hours of business-related college courses.

Administrative Manager – Maintenance/Material Control Support

Experience: Must have a minimum of 10 years of experience supporting Navy Maintenance Work Centers. Must have 5 years experience ordering and tracking materials throughout the Navy Supply system, developing maintenance and material fiscal reports, and preparing spending projections of operational funds in support of anticipated maintenance and material requirements. Working knowledge of NRL S&T project material needs and supply support functions associated with unique one-of-a-kind S&T systems and equipment is preferred. Additionally, candidates for this position must have a minimum of 4 years experience supporting, directing, and managing computer operations and be familiar with DoD and DoN Information Systems Security principles. Must be proficient in software operating systems and applications such as Window Operating systems, NMCI NET applications EITSMS, eMarketplace, and ISF Tools.

Education: Requires a High School diploma or GED and completion of formal Navy aviation technical training schools or 32 hours of business or information technology-related college courses.