

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER  N00173-98-R-DB04	2. (X one)	
	<input type="checkbox"/>	a. SEALED BID
	<input checked="" type="checkbox"/>	b. NEGOTIATED (RFP)
	<input type="checkbox"/>	c. NEGOTIATED (RFQ)

**INSTRUCTIONS**

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

**3. ISSUING OFFICE (Complete mailing address, including ZIP Code)**

CONTRACTING OFFICER  
NAVAL RESEARCH LABORATORY  
ATTN: CODE 3230.DB  
WASHINGTON DC 20375-5326

**4. ITEMS TO BE PURCHASED (Brief description)**

RESEARCH AND DEVELOPMENT IN SUPPORT OF PRECISION TIME/FREQUENCY STANDARDS

**5. PROCUREMENT INFORMATION (X and complete as applicable)**

<input checked="" type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input type="checkbox"/>	b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)
<input type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

**6. ADDITIONAL INFORMATION**

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: <http://heron.nrl.navy.mil/contracts/home.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

**7. POINT OF CONTACT FOR INFORMATION**

a. NAME (Last, First, Middle Initial) Brinkworth, Daniel	b. ADDRESS (Include Zip Code) Naval Research Laboratory 4555 Overlook Ave., SW Washington DC 20375-5326
c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (202) 767-6746	

<b>8. REASONS FOR NO RESPONSE (X all that apply)</b>			
<input type="checkbox"/>	<b>a. CANNOT COMPLY WITH SPECIFICATIONS</b>	<input type="checkbox"/>	<b>b. CANNOT MEET DELIVERY REQUIREMENT</b>
<input type="checkbox"/>	<b>c. UNABLE TO IDENTIFY THE ITEM(S)</b>	<input type="checkbox"/>	<b>d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</b>
<input type="checkbox"/>	<b>e. OTHER (Specify)</b>		
<b>9. MAILING LIST INFORMATION (X one)</b>			
<input type="checkbox"/>	<b>YES</b>	<input type="checkbox"/>	<b>NO</b>
<b>WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.</b>			
<b>10. RESPONDING FIRM</b>			
<b>a. COMPANY NAME</b>		<b>b. ADDRESS (Include Zip Code)</b>	
<b>c. ACTION OFFICER</b>			
<b>(1) Typed or Printed Name (Last, First, Middle Initial)</b>	<b>(2) Title</b>	<b>(3) Signature</b>	<b>(4) Date Signed (YYMMDD)</b>

DD FORM 1707 REVERSE, MAR 90

FOLD

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FROM

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b>	
N00173-98-R-DB04	
<b>DATE (YYMMDD)</b>	<b>LOCAL TIME</b>
98 JUL 13	4:00 PM

TO

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) <span style="float: right;">▶</span>		RATING	PAGE OF 1   45 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-98-R-DB04</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFPI)	5. DATE ISSUED <b>09 JUN 98</b>	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Contracting Officer, Code 3230.DB Naval Research Laboratory 4555 Overlook Ave., SW Washington DC 20375-5326		CODE <b>N00173</b>	8. ADDRESS OFFER TO (If other than item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 02 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 222 Room 115 until 4:00 local time 13 JUL 98  
*(Hour) (Date)*

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶	A. NAME <b>Daniel Brinkworth</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>(202) 767-6746</b>
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<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	13-17
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<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	3	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	18
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**OFFER (Must be fully completed by offeror)**

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) ▶	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>		17. SIGNATURE
<b>AWARD (To be completed by Government)</b>			18. OFFER DATE

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

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

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	ESTIMATED COST	FIXED FEE	TOTAL EST. COST PLUS FIXED FEE
0001	The Contractor shall conduct basic and applied research and development in accordance with Attachment Number 1 and Section C.		\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
Option 1 0003	The Contractor shall conduct basic and applied research and development in accordance with Attachment Number 1 and Section C.		\$	\$
0004	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
Option 2 0005	The Contractor shall conduct basic and applied research and development in accordance with Attachment Number 1 and Section C.		\$	\$
0006	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEES			\$	\$

\* Not Separately Priced

**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 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

**SECTION D****PACKAGING AND MARKING****D-1 PACKAGING AND MARKING**

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

**SECTION E****INSPECTION AND ACCEPTANCE****E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE:****FAR CLAUSE    TITLE**

52.246-5    -    Inspection Of Services - Cost Reimbursement (APR 1984)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery under this contract must be accomplished by the Contracting Officer's Representative (COR) designated in Section G of this contract within seven (7) days after delivery of final report. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5326.

## **SECTION F**

### **DELIVERIES OR PERFORMANCE**

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

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
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52.242-15	- Stop-Work Order (AUG 1989) - Alternate I (APR 1984)
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52.247-34	- F.O.B. Destination (NOV 1991)
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#### **F-2 PERIOD AND PLACE OF PERFORMANCE**

(a) The term of this contract is from Date of Contract Award through One (1) Year with Two (2) One (1) Year Options.

(b) The principal place of performance of this contract shall be at the Naval Research Laboratory.

## **SECTION G**

### **CONTRACT ADMINISTRATION DATA**

#### **G-1 PROCURING OFFICE REPRESENTATIVE**

In order to expedite administration of this 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.

Contract Matters –Dan Brinkworth , Code 3230, (202) 767-6746, DSN 297-6746, or Telecopier (202)767-6197

Security Matters - Mr. Charles Rogers, Code 1221, (202) 767-2240, DSN 297-2240

Safety Matters - Mr. Kirk J. King, Code 1240, (202) 767-2232, DSN 297 2232

Patent Matters - Mr. Thomas McDonnell, Code 3008.2, (202) 767-3427, DSN 297-3427

Release of Data - Mr. Richard L. Thompson, Code 1230 (202) 767-2541, DSN 297-2541

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 3008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

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

\* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. 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 may be personally liable for unauthorized acts. 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 statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken. This COR appointment shall be effective through the life of this contract unless otherwise relieved in writing and is not redelegable.

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

**G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)**

(a) For the purposes of this clause, technical direction includes the following:

- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
- (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:

- (1) Assign additional work under the contract;
- (2) Direct a change as defined in the contract clause entitled "Changes";
- (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
- (4) Change any of the terms, conditions or specifications of the contract

- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in e. Below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
  - (2) Contract Number,
  - (3) Reference to the relevant portion or item in the Statement of Work,
  - (4) The specific technical direction or clarification, and
  - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

**G-4** NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

- (a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.
- (b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:  
(To be filled in at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

- (c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite

delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

   \*\* is required with each invoice submittal.

   \*\* is required only with the final invoice.

X is not required.

(f) A Certificate of Performance

   \*\* shall be provided with each invoice submittal.

X is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**G-5 INCREMENTAL FUNDING**

This contract is incrementally funded pursuant to the Limitation of Funds clause, FAR 52.232-22. Funds are allotted to the contract in the amount of \$ \* and it is estimated that they are sufficient for contract performance through \*.

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

**G-6 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

The purpose of these instructions is to permit the paying office to charge the accounting classification citations in the contract in a manner that reflects the performance of the contract. These instructions do not create any obligation on the part of the Government or the contractor nor do they in any way alter any obligation created by any other provision of the contract. Invoices should be paid from available ACRNs in the following order:

- (a) ACRNs cited on the contractor's invoice.
- (b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.
- (c) The ACRN assigned to the following line of accounting:  
  
97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.
- (d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.
- (e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

**G-7 ACCOUNTING AND APPROPRIATION DATA**

(To be filled in at time of award)

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H-1 TYPE OF CONTRACT**

(To be filled in 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 fifteen (15) days in advance (thirty (30) 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 filled in 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 36,096 total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the

proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below. A like level of effort shall be provided for each option year exercised.

(b) The level of effort for this contract shall be expended at an average rate of 3,008 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

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

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

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

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

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

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

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

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

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

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

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

<u>Labor Category</u>	<u>Hours</u>
Research Physicist	2,068
Senior Research Engineer	11,468
Theoretical Physicist	1,880
Microwave Engineer	3,760
Timing Engineer	11,280
Computer Scientist	1,880
Technical Editor	3,760

**H-4 SUBCONTRACTORS/CONSULTANTS**

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

Subcontractor/Consultant Name	Time or Unit	Estimated Cost
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(To be filled in at time of award)

(b) The Contracting Officer's consent required by Paragraph (c) of the contract clause entitled "Subcontracts (Cost-Reimbursement and Letter Contracts)" is hereby given for the listed subcontracts/consultants unless (i) they are of the cost-reimbursement, time-and-materials, or labor-hour type and are estimated to exceed \$25,000, including any fee, (ii) are proposed to exceed \$100,000, or (iii) are one of a number of subcontracts with a single subcontractor, under this contract, for the same or related supplies or services that, in the aggregate, are expected to exceed \$100,000. In such cases consent shall be requested from the Administrative Contracting Officer.

(c) Any changes to the above list must be authorized by the Administrative Contracting Officer (ACO).

#### **H-5 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)**

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 Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design."

[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338. Telephone 1-800-282-6476]

#### **H-6 OPTION TO EXTEND TERM**

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer's notice of renewal to the Contractor within the existing term of the contract.

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

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

#### **H-8 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY**

Information technology acquired with funds provided hereunder shall be Year 2000 compliant as defined at FAR 39.002. "Information technology" is defined at FAR 2.101.

#### **H-9 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

**PART II - CONTRACT CLAUSES****SECTION I****CONTRACT CLAUSES****I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www-far.npr.gov/References/References.html>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES****FAR CLAUSE    TITLE**

52.202-1	-	Definitions (OCT 1995)
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 (JUL 1995)
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 (JUN 1997)
52.204-2	-	Security Requirements (AUG 1996)
52.204-4	-	Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	-	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	-	Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	-	Audit And Records-Negotiation (AUG 1996)
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)
52.215-17	-	Waiver of Facilities Capital Cost of Money (OCT 1997)
52.215-21	-	Requirements for Cost and Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
52.216-7	-	Allowable Cost And Payment (APR 1998)
52.216-8	-	Fixed-Fee (MAR 1997)
52.219-8	-	Utilization Of Small, Small Disadvantaged And Women-Owned Small Business

- Concerns (JUN 1997)
- 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1996) - Alternate II (MAR 1996)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (OCT 1995)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 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 (AUG 1996)
- 52.222-21 - Prohibition of Segregated Facilities (APR 1984) (DEVIATION)
- 52.222-26 - Equal Opportunity (APR 1984)(DEVIATION)
- 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-36 - Affirmative Action For Handicapped Workers (APR 1984)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.223-2 - Clean Air And Water (APR 1984)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-11 - Restrictions On Certain Foreign Purchases (OCT 1996)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (SEP 1996)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-10 - Filing of Patent Application- Classified Subject Matter (APR 1984)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
- 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 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)
- 52.232-22 - Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not fully funded)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.233-1 - Disputes (OCT 1995)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)

- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 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 (Cost-Reimbursement And Letter Contracts) (OCT 1997) - Alternate I (AUG 1996)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts for Commercial Items and Commercial Components (APR 1998)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-9 - Use And Charges (APR 1984) (DEVIATION)
- 52.245-18 - Special Test Equipment (FEB 1993)
- 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 (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 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 - Special Prohibition On Employment (JUN 1997)
- 252.204-7000 - Disclosure of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7003 - Compliance With Veterans' Employment Reporting Requirements (MAR 1998)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.219-7005 - Incentive For Subcontracting With Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges And Universities And Minority Institutions (NOV 1995) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its

subcontracting plan, at completion of contract performance, the Contractor will receive 1 percent of the excess.

- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7012 - Preference For Certain Domestic Commodities (SEP 1997)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7006 - Reduction Or Suspension Of Contract Payments Upon Finding Of Fraud (AUG 1992)
- 252.232-7009 - Payment By Electronic Funds Transfer (CCR) (JUN 1998)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (MAY 1995)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

## **I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)**

### **(a) Definitions.**

“Ozone-depleting substance”, as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or any substance designated as Class II by EPA (40 CFR Part 82), 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).

**I-3 DFARS 252.225-7008 - SUPPLIES TO BE ACCORDED DUTY- FREE ENTRY (MAR 1998)**

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act - Trade Agreements - Balance of Payments Program clause or the Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program clause ), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty free entry.

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

- J-1** Attachment (1) - Statement Of Work –5Pages and Exhibit A - DD Form 1423, Contract Data Requirements And Enclosure (1) - Instructions For Distribution- 4 Pages
- J-2** Attachment ( 2) - DD 254, Contract Security Classification Specification Form Ser 026-98 Dated 980507, 2 Pages

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

- K-1** The following Representations, Certifications, and Other Statements Of Offerors or Respondents are incorporated by reference with the same force and effect as if they were given in full text.

**FAR CLAUSE    TITLE**

52.203-11    -    Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions (APR 1991)

**DFARS CLAUSE    TITLE**

252.209-7001    -    Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (MAR 1998)

- K-2** FAR 52.204-3 - TAXPAYER IDENTIFICATION (JUN 1997)

(a) *Definitions.*

"Common parent," as used in the solicitation provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated

basis, and of which the offeror is a member.

"Corporate status," as used in this solicitation provision, means a designation as to whether the offeror is a corporate entity, an unincorporated entity, (e.g., sole proprietorship or partnership), or corporation providing medical and health care services.

"Taxpayer Identification Number (TIN)," as used in this solicitation provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns.

(b) All offerors are required to submit the information required in paragraphs (c) through (e) of this solicitation provision in order to comply with reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to reporting requirements described in FAR 4.903, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) *Taxpayer Identification Number (TIN).*

TIN: \_\_\_\_\_.

TIN has been applied for.

TIN is not required because:

Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of a Federal, state, or local government;

Other. State basis. \_\_\_\_\_

(d) *Corporate Status.*

Corporation providing medical and health care services, or engaged in the billing and collecting of payments for such services;

Other corporate entity;

Not a corporate entity;

Sole proprietorship

Partnership

Hospital or extended care facility described in 26 CFR 501(c)(3) that is exempt from taxation under 26 CFR 501(a).

(e) *Common Parent.*

Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.

Name and TIN of common parent:

Name \_\_\_\_\_  
TIN \_\_\_\_\_

**K-3 FAR 52.204-5 -WOMAN-OWNED BUSINESS (OCT 1995)**

(a) *Representation.* The offeror represents that it  is,  is not a women-owned business concern.

(b) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

**K-4 FAR 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (MAR 1996)**

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are  are not  presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have  have not , within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are  are not  presently indicted for, or otherwise criminally or civilly charged by a governmental entity with commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

(ii) The Offeror has  has not , within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K-5 FAR 52.215-4 -TYPE OF BUSINESS ORGANIZATION (OCT 1997)**

The offeror or respondent, by checking the applicable box, represents that -

(a) It operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation incorporated under the laws of the State of \_\_\_\_\_.

(b) If the offeror or respondent is a foreign entity, it operates as  an individual,  a partnership,  a nonprofit organization,  a joint venture, or  a corporation, registered for business in \_\_\_\_\_.  
(country)

**K-6 FAR 52.215-6 -PLACE OF PERFORMANCE (OCT 1997)**

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation,  intends,  does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
(STREET ADDRESS, CITY,  
STATE, COUNTY, ZIP CODE)

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

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

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

**K-7 FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (FEB 1998)**

(a) (1) The standard industrial classification (SIC) code for this acquisition is 8731.

(2) The small business size standard is 500.

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

(b) *Representation.*

(1) The offeror represents as part of its offer that it  is ,  is not a small business concern.

(2) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it  is,  is not a small disadvantaged business concern.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it  is,  is not a

women-owned small business concern.

(c) *Definitions.* "Small business concern", as used in this provision, 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 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Small disadvantaged business concern", as used in this provision, means a small business concern that (1) is at least 51 percent unconditionally owned by one or more individuals who are both socially and economically disadvantaged, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more socially and economically disadvantaged individuals, and (2) has its management and daily business controlled by one or more such individuals. This term also means a small business concern that is at least 51 percent unconditionally owned by an economically disadvantaged Indian tribe or Native Hawaiian Organization, or a publicly owned business having at least 51 percent of its stock unconditionally owned by one or more of these entities, which has its management and daily business controlled by members of an economically disadvantaged Indian tribe or Native Hawaiian Organization, and which meets requirements of 13 CFR Part 124.

"Women-owned small business concern", as used in this provision, means a small business concern -

(1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small or small disadvantaged business concern in order to obtain a contract to be awarded under the preference programs established pursuant to sections 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K-8 FAR 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (APR 1984)  
(DEVIATION)**

The offeror represents that--

- (a) It  has,  has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation,
- (b) It  has,  has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K-9 FAR 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that--

- (a) It  has developed and has on file,  has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It  has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K-10 FAR 52.223-1 - CLEAN AIR AND WATER CERTIFICATION (APR 1984)**

The Offeror certifies that--

- (a) Any facility to be used in the performance of this proposed contract is , is not  listed on the Environmental Protection Agency List of Violating Facilities;
- (b) The Offeror will immediately notify the Contracting Officer, before award, of the receipt of any communication from the Administrator, or a designee, of the Environmental Protection Agency, indicating that any facility that the Offeror proposes to use for the performance of the contract is under consideration to be listed on the EPA List of Violating Facilities; and
- (c) The Offeror will include a certification substantially the same as this certification, including this paragraph (c), in every nonexempt subcontract.

**K-11 FAR 52.223-13 - CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 1996)**

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that --

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable)*

(i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

(ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

(iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

(iv) The facility does not fall within Standard Industrial Classification Code (SIC) designations 20 through 39 as set forth in section 19.102 of the Federal Acquisition Regulation; or

(v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K-12 FAR 52.226-2 - HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

(a) *Definitions.* As used in this provision--

“Historically Black College or University” means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority Institution” means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

(b) *Representation.* The offeror represents that it--

is  is not a Historically Black College or University;

is  is not a Minority Institution.

**K-13 FAR 52.227-6 - ROYALTY INFORMATION (APR 1984)**

(a) *Cost or charges for royalties.* When the response to this solicitation contains costs or charges for royalties totaling more than \$250, the following information shall be included in the response relating to each separate item of royalty or license fee:

- (1) Name and address of licensor.
- (2) Date of license agreement.
- (3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable.
- (4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable.
- (5) Percentage or dollar rate of royalty per unit.
- (6) Unit price of contract item.
- (7) Number of units.
- (8) Total dollar amount of royalties.

(b) *Copies of current licenses.* In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents.

**K-14 FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (APR 1998) ALTERNATE I (APR 1996)**

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

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

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

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

(a) Any contract in excess of \$500,000 resulting from this solicitation, except contracts in which the price negotiated is based on (1) established catalog or market prices of commercial items sold in substantial quantities to the general public, or (2) prices set by law or regulation, will be subject to the requirements of the Cost Accounting Standards Board (48CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal Official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

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

Name and Address of Cognizant ACO where filed: \_\_\_\_\_

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

(2) Certificate of Previously Submitted Disclosure Statement

The offeror hereby certifies that Disclosure Statement was filed as follows:

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

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

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

(3) Certificate of Monetary Exemption

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated national defense prime contracts and subcontracts subject to CAS totaling more than \$25 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Office immediately.

(4) Certificate of Interim Exemption

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

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$25 million or more in the current cost accounting period may not

claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

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

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

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$25 million in awards of CAS-covered prime contracts and subcontracts, or the offeror did not receive a single CAS-covered award exceeding \$1 million. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$25 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

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

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

YES       NO

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

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

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

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

**K-15 DFARS 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (SEP 1994)**

(a) *Definitions.*

As used in this provision --

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control or influence the election, appointment, or tenure of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government" --

(i) Means --

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government of the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its possessions and trust territories) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means --

(i) Top Secret information;

(ii) Communications Security (COMSEC) information, except classified keys used to operate secure telephone units (STU IIIs);

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibited on award.*

No contract under a national security program may be awarded to an entity controlled by a foreign government if that company requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.*

The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure (Name and Phone Number with Country Code, City Code and Area Code, as applicable)

Name and Address of Offeror

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

Name and Address of Entity  
Controlled by a Foreign  
Government

Description of Interest, Ownership  
Percentage, and Identification  
of Foreign Government

_____	_____
_____	_____
_____	_____
_____	_____

**K-16 DFARS 252.219-7000 - SMALL DISADVANTAGED BUSINESS CONCERN  
REPRESENTATION (DOD CONTRACTS) (JUN 1997)**

(a) *Definition.*

Small disadvantaged business concern, as used in this provision, means a small business concern, owned and controlled by individuals who are both socially and economically disadvantaged, as defined by the Small Business Administration at 13 CFR Part 124, the majority of earnings of which directly accrue to such individuals. This term also means a small business concern owned and controlled by an economically disadvantaged Indian tribe or Native Hawaiian organization which meets the requirements of 13 CFR Part 124.112 or 124.113, respectively. In general, 13 CFR Part 124 describes a small disadvantaged business concern as a small business concern--

- (1) Which is at least 51 percent unconditionally owned by one or more socially and economically disadvantaged individuals; or
- (2) In the case of any publicly owned business, at least 51 percent of the voting stock of which is unconditionally owned by one or more socially and economically disadvantaged individuals; and
- (3) Whose management and daily business operations are controlled by one or more such individuals.

(b) *Representations.*

Check the category in which your ownership falls--

\_\_\_\_\_ Subcontinent Asian (Asian-Indian) American (U.S. citizen with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal)

\_\_\_\_\_ Asian-Pacific American (U.S. Citizen with origins from Japan, China, the Philippines, Vietnam, Korea, Samoa, Guam, U.S. Trust Territory of the Pacific Islands (Republic of Palau), the Northern Mariana Islands, Laos, Kampuchea (Cambodia), Taiwan, Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Republic of the Marshall Islands, the Federated States of Micronesia, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru)

\_\_\_\_\_ Black American (U.S. Citizen)

\_\_\_\_\_ Hispanic American (U.S. Citizen with origins from South America, Central America, Mexico, Cuba, the Dominican Republic, Puerto Rico, Spain, or Portugal)

\_\_\_\_\_ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians including Indian tribes or Native Hawaiian organizations)

\_\_\_\_\_ Individual/concern, other than one of the preceding, currently certified for participation in the Minority Small Business and Capital Ownership Development Program under Section 8(a) of the Small Business Act

\_\_\_\_\_ Other

(c) *Certifications.*

Complete the following--

(1) The Offeror is \_\_\_ is not \_\_\_ a small disadvantaged business concern.

(2) The Small Business Administration (SBA) has \_\_\_ has not \_\_\_ made a determination concerning the offeror's status as a small disadvantaged business concern. If the SBA has made a determination, the date of the determination was \_\_\_\_\_ and the Offeror--

\_\_\_\_\_ Was found by SBA to be socially and economically disadvantaged and no circumstances have changed to vary that determination.

\_\_\_\_\_ Was found by SBA not to be socially and economically disadvantaged but circumstances which caused the determination have changed.

(d) *Penalties and Remedies.*

Anyone who misrepresents the status of a concern as a small disadvantaged business for the purpose of securing a contract or subcontract shall--

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under authority of the Small Business Act.

**K-17** DFARS 252.225-7020 - TRADE AGREEMENT CERTIFICATE (MAR 1998)

(a) Definitions. Caribbean Basin country end product, designated country end product, NAFTA country end product, nondesignated country end product, qualifying country end product, and U. S. made end product have the meanings given in the Trade Agreements clause of this solicitation.

- (b) Evaluation. Offers will be evaluated in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement. Offers of foreign end products that are not U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end products will not be considered for award, unless the Contracting Officer determines that there are not offers of such end products; or the offers of such end products are insufficient to fulfill the requirements; or a national interest exception to the Trade Agreements Act is granted.
- (c) Certifications. (1) The offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c) (2) of this provision, is a U.S. made, qualifying country, designated country, Caribbean Basin country, or NAFTA country end product.

(2) The following supplies are other nondesignated country end product:

Insert Line item number	Insert country of origin
-------------------------	--------------------------

**K-18** DFARS 252.226-7001 - HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION STATUS(JAN 1997)

(a) *Definitions.*

"Historically black colleges and universities," as used in this provision, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR 608.2.

"Minority institutions," as used in this provision, means institutions meeting the requirements of paragraphs (3), (4), and (5) of Section 321(b) of the Higher Education Act of 1965 (20 U.S.C. 1058). The term also means any nonprofit research institution that was an integral part of a historically black college or university before November 14, 1986.

(b) *Certification.*

The Offeror certifies that it is--

\_\_\_\_\_A historically black college or university

\_\_\_\_\_A minority institution

(c) *Notification.*

Notify the Contracting Officer before award if your status as a historically black college or university or minority institution changes.

**K-19** DFARS 252.247-7022 - REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph(b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) *Representation.*

The Offeror represents that it--

\_\_\_\_\_Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notice of Transportation of Supplies by Sea.

**K-20 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING**

The Offeror's CAGE Code is\_\_\_\_\_.

See DFARS 252.204-7001 in Section L for procedures on requesting a CAGE Code.

**SECTION L**

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

**L-1 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-far.npr.gov/References/References.html>  
<http://heron.nrl.navy.mil/contracts/home.htm>

**FAR CLAUSE    TITLE**

- 52.204-6    -    Data Universal Numbering System (DUNS) Number (APR 1998)
- 52.211-2    -    Availability of Specifications Listed in the DOD Index of Specifications and Standards (DODISS) (JUN 1997)
- 52.214-34    -    Submission Of Offers In The English Language (APR 1991)
- 52.214-35    -    Submission Of Offers In U.S. Currency (APR 1991)
- 52.215-1    -    Instructions to Offerors- Competitive Acquisition (OCT 1997)
- 52.215-16    -    Facilities Capital Cost Of Money (OCT 1997)
- 52.252-5    -    Authorized Deviations in Provisions (APR 1984)

**L-1    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-2    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

**See L-11, Instructions For Submission And Information Required To Evaluate Proposals.**

**L-3    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-4    FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)**

(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 General Accounting 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-6 DFARS 252.204-7001 - COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (DEC 1991)**

- (a) The Offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter CAGE Before the number.
- (b) If the Offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Services Center (DLSC). The Contracting Officer will--
  - (1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of the Commercial and Government Entity (CAGE) Code;
  - (2) Complete section A and forward the form to DLSC; and
  - (3) Notify the Contractor of its assigned CAGE code.
- (c) Do not delay submission of the offer pending receipt of a CAGE code.

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

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation--
  - (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
  - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than

unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

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

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

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

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

government purpose rights under this or a prior contract, or specially negotiated licenses).

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

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

Date \_\_\_\_\_

Printed Name and Title \_\_\_\_\_

Signature \_\_\_\_\_

(End of identification and assertion)

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

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

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

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

**L-9 GOVERNMENT-FURNISHED PROPERTY**

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

**L-10 INQUIRIES CONCERNING THE RFP**

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

**L-11 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS**

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

(2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

**Solicitation No. N00173-98-R-DB04**  
**Closing Date:**  
**(As specified in Block 9, RFP face page)**  
**Attn: Code 3230:DB**

(3) 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.

(4) 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.

(5) The following information is required for evaluation of your technical/management and cost proposal. Any additional information may be provided.

VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

**Technical Factor (1): Personnel Qualifications**

The proposer should provide convincing proof that it has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Work. These are highly specialized fields and personnel without actual experience in these areas are not acceptable. The Statement of Work sets forth the desired qualifications. It is essential for the offeror to demonstrate that all key personnel will be capable of obtaining a TOP SECRET clearance. The proposal should indicate the specific personnel to be assigned to this effort, their background and pertinent experience, and the amount of effort each will be performing on this contract. This will include the education level, experience (both general and project related), and availability of sufficient key project professional and technical personnel by the prime contractor as well as any proposed subcontractors.

**Technical Factor (2): Company Experience**

Proposals should provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show the relationship between the company's experience and the tasks required under the Statement of Work; the particular sciences addressed (e.g., design and fabrication of atomic clocks); and, provide details, such as project descriptions and identification of the sponsoring agencies.

**Technical Factor (3): Past Performance**

(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 contracts or subcontracts completed during the past three years for services similar in nature to this requirement. Include in the five any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

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

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available at <http://www.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.

## VOLUME II - COST PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

Offerors are requested to provide one copy of their cost proposal on a PC formatted disk that is readable by Excel

The offeror shall submit 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 the cost elements. 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.

### **L-12 TRAVEL AND MATERIAL ESTIMATES (FOR PROPOSAL PREPARATION PURPOSES ONLY)**

#### **(A) TRAVEL WILL BE ESTIMATED AT \$74,000 PER YEAR FOR PROPOSAL PURPOSES**

Approximately 95 person trips are anticipated for each year as indicated below.

Estimated Travel Costs:

Travel to Boston, MA - Two (2) people; seven (7) trips

Airfare	\$174/trip x 2 people x 7 trips
Per diem	\$156/day x 3 days x 2 people x 7 trips

Car rental \$ 75/day x 3 days x 2 people x 7 trips

Travel to Valley Forge, NJ - Two (2) people; seven (7) trips

Airfare \$334/trip x 2 people x 7 trips

Per diem \$120/day x 3 days x 2 people x 7 trips

Car rental \$ 75/day x 3 days x 2 people x 7 trips

Travel to Sunnyvale, CA - Two (2) people; seven (7) trips

Airfare \$290/trip x 2 people x 7 trips

Per diem \$149/day x 3 days x 2 people x 7 trips

Car rental \$ 75/day x 3 days x 2 people x 7 trips

Travel to San Francisco, CA - Two (2) people; seven (7) trips

Airfare \$198/trip x 2 people x 7 trips

Per diem \$160/day x 3 days x 2 people x 7 trips

Car rental \$ 75/day x 3 days x 2 people x 7 trips

Travel to Cape Canaveral, FL - One (1) person; fifteen (15) trips

Airfare \$336/trip x 1 person x 15 trips

Per diem \$116/day x 3 days x 1 person x 15 trips

Car rental \$ 75/day x 3 days x 1 person x 15 trips

Travel to Colorado Springs, CO - One (1) person; fifteen (15) trips

Airfare \$204/trip x 1 person x 15 trips

Per diem \$104/day x 3 days x 1 person x 15 trips

Car rental \$ 75/day x 3 days x 1 person x 15 trips

Travel from Macon, GA to Boston, MA - One (1) person; five (5) trips

Airfare \$628/trip x 1 person x 5 trips

Per diem \$156/day x 3 days x 1 person x 5 trips

Car rental \$ 75/day x 3 days x 1 person x 5 trips

Travel from Macon, GA to Los Angeles, CA - One (1) person; four (4) trips

Airfare \$636/trip x 1 person x 4 trips

Per diem \$149/day x 3 days x 1 person x 4 trips

Car rental \$ 75/day x 3 days x 1 person x 4 trips

**(b) MATERIAL COSTS WILL BE ESTIMATED AT \$70,000 PER YEAR FOR PROPOSAL PURPOSES**

It is anticipated that the following kinds of hardware may be required: atomic clock hardware, precise time measurement instrumentation, microwave susceptibility evaluation apparatus, an thermal, electrical control/monitoring apparatus. Items will be purchase upon the COR's approval.

**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. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

**M-2 EVALUATION FACTORS FOR AWARD**

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

**I. TECHNICAL FACTORS**

Technical Factor (1)-- The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with: (1) the desired qualifications set forth in Statement of Work; (2) actual relevant experience in the technical and scientific areas set forth in the Statement of Work; and , (3) the ability to obtain a TOP SECRET clearance prior to commencing work.

Technical Factor (2)-- The proposal will be evaluated on the offeror's demonstrated company experience in performing projects requiring scientific and technical effort which is closely similar or related to the effort required by the Statement of Work.

Technical Factor (3)— )-- 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 –11 and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available

will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation

of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

## II. COST

### (1) PROPOSED OVERALL COST

Proposed estimated cost and fixed-fee.

### (2) THE REALISM OF THE PROPOSED COST

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 Government may adjust the proposed cost for purposes of evaluation based upon the results of the cost realism evaluation.

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

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

## **STATEMENT OF WORK**

### **1.0 BACKGROUND**

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

### **2.0 SCOPE OF WORK**

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

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

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

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

## 3.0 TECHNICAL REQUIREMENTS

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

### 3.1 TASKS

The contractor shall:

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

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

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

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

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

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

3.1.7 Provide publications support by preparation of visually effective briefing materials, documentation, and planning and scheduling graphical representations to keep Branch and Department personnel and management informed of pertinent program information. Materials to be produced shall include, but not limited to, view graphs, slides, photographs, brochures, video tapes and other briefing materials to support program/project objectives.

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

3.1.9 Develop and prepare test plans, test reports and other documentation in order to facilitate the execution of the project. Test programs must be developed and approved by the government to identify steps necessary to obtain requisite data. In accordance with the approved test programs, perform experimental tests utilizing laboratory equipment. Compile test results in formats (defined by the test plan) for the further analysis or inclusion in the final report.

3.1.10 Evaluate experiments and testing of generic subsystems and components for susceptibility to microwave and millimeter wave directed energy weapons.

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

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

3.1.13 Provide support in organizing and conducting technical meetings.

#### 4.0 PERSONNEL REQUIREMENTS

**Desired** personnel qualifications are as follows:

##### Research Physicist

Education - MS, Physics or Electrical Engineering  
Years of experience - 12

Experience, or its equivalent, to reflect the following:

Significant experience with the NAVSTAR Global Positioning System programs and their associated operational theory and hardware. Specific and

demonstrated expertise in the areas of celestial mechanics, general relativity, precise time and time transfer techniques, precise navigation techniques, space object detection, interferometric radar theory, RF theory and highly stable atomic clock design.

#### Senior Research Engineer

Education - BEE

Years of experience - 12

Experience, or its equivalent, to reflect the following:

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

#### Theoretical Physicist

Education - PhD in Theoretical Physics

Years of experience - 5

Experience, or its equivalent, to reflect the following:

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

#### Microwave Engineer

Education - MS in Physics or Electrical Engineering

Years of experience - 5

Experience, or its equivalent, to reflect the following:

Strong background in electromagnetic theory and microwave/millimeter wave laboratory work. A demonstrated expertise in the design and experimental analysis of RF components in the microwave and millimeter wave range, including RF blanking circuits, attenuators, amplifiers, microstrip components, antennas, and RF generators. Background in the development of computer codes for detailed theoretical and numerical analysis of RF/microwave and circuitry and associated servos operating at these frequencies.

## Timing Engineer

Education - B.S. in Physics or Engineering

Years of experience - 5

Experience, or its equivalent, to reflect the following:

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

## Computer Scientist

Education - B.S. in Computer Science

Years of experience - 5

Experience, or its equivalent, to reflect the following:

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

## Technical Editor

Education - High School Diploma

Years of experience - 2

Experience, or its equivalent, to reflect the following:

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



# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0002				<b>B. EXHIBIT</b> A		<b>C. CATEGORY:</b> TDP _____ TM _____ OTHER _____									
<b>D. SYSTEM / ITEM</b>				<b>E. CONTRACT / PR NO.</b>		<b>F. CONTRACTOR</b>									
<b>1. DATA ITEM NO.</b> A003		<b>2. TITLE OF DATA ITEM</b> Progress and Status of Funds Report				<b>3. SUBTITLE</b>									
<b>4. AUTHORITY (Data Acquisition Document No.)</b>				<b>5. CONTRACT REFERENCE</b> N/A		<b>6. REQUIRING OFFICE</b>									
<b>7. DD 250 REQ</b> No		<b>9. DIST STATEMENT REQUIRED</b>		<b>10. FREQUENCY</b> Monthly		<b>12. DATE OF FIRST SUBMISSION</b> 1 Month DAC									
<b>8. APP CODE</b>		<b>11. AS OF DATE</b>		<b>13. DATE OF SUBSEQUENT SUBMISSION</b>		<b>14. DISTRIBUTION</b>		<b>15. TOTAL</b> →							
										<b>a. ADDRESSEE</b>		<b>b. COPIES</b>			
<b>10. REMARKS</b> A monthly cost report shall be provided to the COR by the 15th day of each month for the preceding month. The report shall contain a summary sheet as well as a detailed of each task as assigned. The summary sheet shall include the period the cost covers and a breakdown of cost to data, with a Total for Total Cost incurred, outstanding commitment, total committed, current month's cost incurred, total funding, and total remaining funding. Each task report shall contain a breakdown by on or off-site for each employee containing hourly cost, expended hours, and total cost as well as all other direct cost such as travel and material and all other indirect cost to include overhead, G&A, cost of money, fee etc.						COR		Draft		Final					
										Reg		Repro			
										1					

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

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



**ENCLOSURE (1) TO DD FORM 1423  
INSTRUCTIONS FOR DISTRIBUTION**

**DISTRIBUTION OF TECHNICAL REPORTS**

The minimum distribution of technical reports and the final report submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
COR Naval Research Laboratory  Code: 4555 Overlook Ave., S.W. Washington, DC 20375-5320	N00173	1	1
Administrative Contracting Officer		1	1
Director Naval Research Laboratory ATTN: Code: 5227 4555 Overlook Ave., S.W. Washington, DC 20375-5326	N00173	1	1
Defense Technical Information Center (DTIC) 8725 John J. Kingman Rd. Suite #0944 Fort Belvoir, VA 22060-6218	S47031	4	2

**DISTRIBUTION OF NON-TECHNICAL REPORTS**

The minimum distribution of non-technical reports submitted in connection with this contract is as follows:

ADDRESSEE	DODAAD CODE	NUMBER OF COPIES	
		UNCLASSIFIED/ UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
COR	N00173	1	1
Administrative Contracting Officer (DCMAO)		1	1

<b>DEPARTMENT OF DEFENSE</b> <b>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 Ser: 026-98</b> a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET			
<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  b. SUBCONTRACT NUMBER  c. SOLICITATION OR OTHER NUMBER X     81-5015-98     Due Date (YYMMDD)	X	a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 980507 b. REVISED (Supersedes all previous specs)     Revision No. Date (YYMMDD) c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)			
<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 identified 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)			
<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>  Research and Development in Support of NAVSTAR Global Position Systems (GPS).					
<b>10. THIS CONTRACT WILL REQUIRE ACCESS TO:</b>		<b>11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</b>			
	YES	NO		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	X		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		X
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
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 8150.2.  
**NO PUBLIC RELEASE OF SCI IS AUTHORIZED:**

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, SECRET storage capabilities and personnel eligible for Sensitive Compartmented Information.

1998 MAY 29 P 1:54  
 NRL CONTRACTS  
 DIVISION

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. (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.)  Yes  No

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. (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.)  Yes  No

**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>TINA SMALLWOOD</b>	b. TITLE <b>Contracting Officer, Security</b>	c. TELEPHONE (Include Area Code) <b>202-767-2240/2521</b>
---	--	--

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 1221.11, 1223.1, 8150.2, ONI-532