

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

1. SOLICITATION NUMBER N00173-98-R-JR03	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
ATTN CODE 3220.JR BLDG 222 RM 115
NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE SW
WASHINGTON, DC 20375-5326

4. ITEMS TO BE PURCHASED (Brief description)

OPERATION AND MAINTENANCE OF THE NRL VACUUM ELECTRONICS ENGINEERING FACILITY(VEEF)

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

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial) RILES, JERRY	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) 767-6572	

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

DD FORM 1707 REVERSE, MAR 90

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FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N00173-98-R-JR03	
DATE <i>(YYMMDD)</i>	LOCAL TIME
16 MAR 1998	4:00 E.S.T.

TO CONTRACTING OFFICER
ATTN CODE 3220.JR BLDG 222 RM 115
NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVENUE SW
WASHINGTON DC 20375-5326

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
<u>BASE</u>				
0001	The Contractor shall conduct research as described in Section C			
0001AA	Research	\$	\$	\$
0001AB	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE FOR CLIN 0001		\$	\$	\$
<u>OPTION I</u>				
0002	The Contractor shall conduct research as described in Section C			
0002AA	Research	\$	\$	\$
0002AB	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE FOR CLIN 0002		\$	\$	\$

OPTION II

0003	The Contractor shall conduct research as described in Section C			
0003AA	Research	\$	\$	\$
0003AB	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE FOR CLIN 0003		\$	\$	\$

OPTION III

0004	The Contractor shall conduct research as described in Section C			
0004AA	Research	\$	\$	\$
0004AB	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE FOR CLIN 0004		\$	\$	\$

OPTION IV

0005	The Contractor shall conduct research as described in Section C			
0005AA	Research	\$	\$	\$
0005AB	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	* NSP	* NSP	* NSP
TOTAL ESTIMATED COST PLUS FIXED FEE FOR CLIN 0005		\$	\$	\$

TOTAL ESTIMATED COST AND FIXED FEE FOR ALL CLINS		\$	\$	\$
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* 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.

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

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

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

52.246-9 - Inspection Of Research And Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

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:

FAR CLAUSE TITLE

52.242-15 - Stop-Work Order (AUG 1989) - Alternate I (APR 1984)

52.247-34 - F.O.B. Destination (NOV 1991)

F-2 PERIOD AND PLACE OF PERFORMANCE

(a) The term of this contract is from from **date of contract** award through **six (6) months** thereafter.

If exercised, each option will be for a period of twelve (12) months from the effective date of the modification exercising the option.

(b) The principal place of performance of this contract shall be:

**Naval Research Laboratory
4445 Overlook Ave, S.W.
Washington, DC 20375-5326**

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 – Mr. Jerry Riles, Code 3220, (202) 767- 2120, DSN 297- 2120, 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 H. Baturin, 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.

X is required only with the final invoice.

 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 the base year and option years of this contract shall be 77,670 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.

(b) The level of effort for this contract shall be expended at an average rate of 1,438 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>Base Hours</u>	<u>Opt I Hours</u>	<u>Opt II Hours</u>	<u>Opt III Hours</u>	<u>Opt IV Hours</u>
Administrative Support	290	580	580	580	580
On-Site Contract Manager	980	1,960	1,960	1,960	1,960
Senior Design Engineer	980	1,960	1,960	1,960	1,960
Microwave Tube Engineer-Mechanical	980	1,960	1,960	1,960	1,960
Sr. Vacuum Assembly Technician	980	1,960	1,960	1,960	1,960
Engineering Technician-Machinist	980	1,960	1,960	1,960	1,960
Sr. Electronic Technician	980	1,960	1,960	1,960	1,960
Vacuum/Electronic Technician	980	1,960	1,960	1,960	1,960
Emitter Specialist	900	1,800	1,800	1,800	1,800
Thermal Mechanical Analysis Specialist	580	1,160	1,160	1,160	1,160
Total Hours	8,630	17,260	17,260	17,260	17,260

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 \$10,000, 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 CONTRACTOR-ACQUIRED PROPERTY

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

Items to be Acquired

Estimated Cost

(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 acquisition of the above items unless (i) they are to be acquired under a cost-reimbursement, time-and-materials, or labor-hour type subcontract estimated to exceed \$10,000, including any fee, (ii) the acquisition cost of any item exceeds \$100,000, or (iii) they are to be acquired under one or more of a number of subcontractors with a single subcontractor, under this contract, for the same or related items that, in the aggregate, are expected to exceed \$100,000. In such cases consent shall be requested from the Administrative Contracting Officer.

(c) Pursuant to the contract clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)," title to the property shall vest in the Government.

(d) Prior to acquisition of any item of Industrial Plant Equipment, the Contractor must comply with the requirements of Department of Defense Federal Acquisition Regulation Supplement (DFARS 245.302-1(b)(1)(A). (See DFARS 245.301 for definition of "Industrial Plant Equipment.")

H-8 ON-SITE USE OF GOVERNMENT PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-9 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's 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://www.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)
- 52.215-10 - Price Reduction for Defective Cost or Pricing Data (OCT 1997)
- 52.215-12 - Subcontractor Cost or Pricing Data (OCT 1997)
- 52.215-14 - Integrity of Unit Prices (OCT 1997)
- 52.215-15 - Termination of Defined Benefit Pension Plans (OCT 1997)
- 52.215-17 - Waiver of Facilities Capital Cost of Money (OCT 1997)
- 52.215-18 - Reversion or Adjustment of Plans for Post-retirement Benefits (PRB) Other than Pensions (OCT 1997)
- 52.215-19 - Notification of Ownership Changes (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (FEB 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)
- 52.222-26 - Equal Opportunity (APR 1984)
- 52.222-28 - Equal Opportunity Preaward Clearance Of Subcontracts (APR 1984)
- 52.222-35 - Affirmative Action For Special Disabled And Vietnam Era Veterans (APR 1984)
- 52.222-36 - Affirmative Action For Handicapped Workers (APR 1984)
- 52.222-37 - Employment Reports On Special Disabled Veterans And Veterans Of The Vietnam Era (JAN 1988)
- 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 (MAR 1997)
- 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)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-11 - 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 1996)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1996)
- 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)
- 52.232-33 - Mandatory Information For Electronic Funds Transfer Payment (AUG 1996)
- 52.233-1 - Disputes (OCT 1995) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 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 V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984) fill in 30
- 52.244-2 - Subcontracts (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 (OCT 1995)
- 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)
- 52.247-1 - 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 52.245-9 and 52.245-5
- 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)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.205-7000 - 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)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (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)
- 252.225-7012 - Preference For Certain Domestic Commodities (FEB 1997)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (NOV 1995)
- 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)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (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)
- 252.235-7010 - 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 - Certification of Requests for Equitable Adjustment (JUL 1997)
- 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).

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

SECTION J

LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement Of Work –5 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements And Enclosure (1) - Instructions For Distribution- 4 Pages
- J-2** Attachment (2) – Personnel Qualifications, 5 Pages
- J-3** Attachment (3) - DD 254, Contract Security Classification Specification Form Ser. No. 130-97 Dated 10 December 1997 - 2 Pages
- J-4** Attachment (4) - Requirements For On-Site Contractors dated 2 February 1998, is incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>

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. Upon request, the Contracting Officer will make their full text available.

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 (SEP 1994)

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 (JAN 1997)

(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 block (b)(1) of this section.) 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 block (b)(1) of this section.) 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 ore more women; and

(2) Whose management and daily business operations are controlled by one ore 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)

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, the clause originally contained in Section 310 of Executive Order No. 10925, or the clause contained in Section 201 of Executive Order No. 11114;

(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 1996) 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 or 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 252.226-7001 - 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-18 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-19 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://www.heron.nrl.navy.mil/contracts/home/htm>

FAR CLAUSE TITLE

- | | | |
|-----------|---|--|
| 52.204-6 | - | Contractor Identification Number - Data Universal Numbering System (DUNS) Number (DEC 1996) |
| 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) |
| 52.215-1 | - | Instructions to Offerors- Competitive Acquisition (OCT 1997) Alternate II (OCT 1997) |
| 52.215-16 | - | Facilities Capital Cost Of Money (OCT 1997) |
| 52.237-1 | - | Site Visit (APR 1984) |
| 52.252-5 | - | Authorized Deviations in Provisions (APR 1984) |

L-2 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-3 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for cost or pricing data.* If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

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

L-5 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 252.237-7019 - IDENTIFICATION OF UNCOMPENSATED OVERTIME (APR 1992)**(a) Definitions.**

As used in this provision--

- (1) "Uncompensated overtime" means the hours worked in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act (FLSA) without additional compensation. Compensated personal absences, such as holidays, vacations, and sick leave, shall be included in the normal work week for purposes of computing uncompensated overtime hours.
 - (2) "Uncompensated overtime rate" is the rate which results from multiplying the hourly rate for a 40 hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40 hour work week basis at \$20.00 would be converted to an uncompensated overtime rate of \$17.78 per hour. ($\20×40) divided by 45 = \$17.78.
- (b) For any hours proposed against which an uncompensated overtime rate is applied, the Offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are indirect cost pools for personnel whose regular hours are normally charged direct.
- (c) The Offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.
- (d) Proposals which include unrealistically low labor rates, or which do not otherwise demonstrate cost realism, will be considered in a risk assessment and evaluated for award in accordance with that assessment.
- (e) The Offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

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-JR03
Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3220:JR

(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) Proposal Labor Hours and Equipment/Supplies: Offerors must propose the Government estimate for the maximum number of labor hours in accordance with Section H-3, entitled "Level of Effort"; and the Government estimate for the maximum equipment and materials in accordance with Section L-13, entitled "Equipment/Material".

(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****(a) INTRODUCTION**

(b) QUALIFICATIONS OF PERSONNEL: The proposal should indicate the technical competence of the offerors key and supporting personnel as demonstrated by their resumes, experience (both general and project related), publication records, and the degree to which they meet the requirements set forth in the RFP, Attachment (2), Personnel Qualifications.

The proposal should indicate the availability of key personnel to support the effort on a permanent basis. Key personnel must be currently employed by the offeror or documentation included showing their immediate availability. A statement of commitment by the offeror that specific personnel will be committed to the effort is essential.

The proposal should indicate the key personnel's demonstrated oral and written communication skills and the ability to work independently.

(c) TECHNICAL CAPABILITIES: The proposal should indicate the offeror's complete understanding of the technical requirements and the general nature of the tasks set forth in the SOW. The offeror's understanding of the Statement of Work (SOW) will be evaluated.

The proposal should indicate the offeror's demonstrated technical awareness of the unique or specific problems encountered in operating and maintaining the Vacuum Electronics Engineering Facility (VEEF) and Cathode Test facilities and an understanding of the techniques and methods used to solve and overcome these problems.

(d) MANAGEMENT PLAN AND SCHEDULE: The proposals should indicate the soundness of the offeror's project management approach for accomplishing the task(s). The proposal should indicate whether the schedules and proposed manpower levels are reasonable and are consistent with the work to be performed, and on the offeror's demonstrated ability to fully utilize personnel in a variety of technical tasks, including tube design, drafting and specification, fabrication, and assembly of vacuum devices. The proposal should address the company's method of supervision/management of these personnel and administrative details of materials and shop services requirements on the contract and how they will be met.

The proposals should provide a management plan that is complete, clear, and reasonable. The management plan should detail clear organizational lines of authority, responsibility, and communication. This shall include the levels of authority required, depicted through organizational charts.

(e) CORPORATE EXPERIENCE: The proposals should indicate the offeror's demonstrated corporate experience, both general and task specific, in providing the necessary technical support for performance of the SOW requirements, particularly in an "on-site" environment. This will include substantiating experience in operation and management of facilities devoted to the fabrication and assembly of microwave and millimeter-wave tubes. The proposals should indicate the adequacy of company experience on similar or related facility operation and management projects as evidenced by a narrative description of the experience, which should show a relationship to the proposed effort. The proposal should include details such as operation/maintenance techniques employed, results and accomplishments achieved, devices and components designed, and computer codes used in the support of the work, as well as the sponsoring agency and a point of contact. The proposal should address the ability to administratively support "on-site" efforts with minimum demands upon Government personnel assistance.

The proposals should indicate the sufficiency of the offeror's staff to accommodate program changes within the scope of the SOW.

The proposals should indicate the offeror's extensive experience in successfully managing research and development efforts "on-site" in a Government laboratory setting.

(f) 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 3 contracts or subcontracts completed during the past 3 years for services similar in nature to this requirement. Include in the 3 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.

(g) SUBCONTRACTING PLAN: In accordance with FAR 52.219-9--Alternate II and DFARs 252.219-7003, proposals submitted in response to this solicitation **must** include a subcontracting plan with the initial proposal, which separately addresses subcontracting plan with small business concerns, small disadvantaged business concerns, women-owned small business concerns, and historically black colleges, and universities or minority institutions. The plan will be included into and made a part of the resultant contract.

VOLUME II - COST PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

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 EQUIPMENT/MATERIALS

In addition to the equipment and material listed in Attachment (1), the contractor shall be required to purchase the necessary materials and equipment for the maintenance and operation of the VEEF. Specific items required for device fabrication include, but are not limited to, high quality non-contaminating metals, braze materials and alloys, and ceramic parts. Unique specialty tools, clean-room equipment, or computer supplies may be required for completion of the tasks. Some outside services with shops having special types of equipment and capabilities such as numerically controlled machine tools, laser and electron beam welders and drillers, wire-EDM, larger brazing furnaces, ceramic grinders and facilities for handling and processing exotic and hazardous materials such as beryllium oxide (BeO), beryllium oxide-silicon carbide (BeO-SiC), etc, will be required. The amount proposed for these equipment/materials and supplies is not expected to exceed **\$144,000** per year or **\$648,000** over the period of performance.

L-13 TRAVEL

It is expected that approximately two (2) trips per year within the Continental US will be necessary for the purposes of attending meetings and technical conferences relative to the contract effort. The following are anticipated annual travel requirements:

<u>LOCATION</u>	<u>PERSONS</u>	<u>DAYS</u>	<u>TRIPS</u>
San Francisco CA	2	3	2

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. Technical subfactor (1) is of greater importance than technical subfactors (2) through (6). Technical subfactor (2) is of greater importance than technical subfactors (3) through (6). Technical subfactor (3) is of greater importance than technical subfactors (4) through (6). Technical subfactors (4) and (5) are of equal importance and are of greater importance than technical subfactor (6).

A. TECHNICAL/MANAGEMENT

1. QUALIFICATIONS OF PERSONNEL

The proposal will be evaluated on the technical competence of the offerors' key and supporting personnel as demonstrated by their resumes, experience (both general and project related), publication records, and the degree to which they meet the requirements set forth in the RFP, Attachment (2), Personnel Qualifications.

The proposal will be evaluated on the availability of key personnel to support the effort on a permanent basis. Key personnel must be currently employed by the offeror or documentation included showing their immediate availability. A statement of commitment by the offeror that specific personnel will be committed to the effort is essential.

The proposal will be evaluated on the key personnel's demonstrated oral and written communication skills and the ability to work independently.

2. TECHNICAL CAPABILITIES

The proposal will be evaluated on the offeror's complete understanding of the technical requirements and the general nature of the tasks set forth in the SOW. The offeror's understanding of the Statement of Work (SOW) will be evaluated.

The proposal will be evaluated on the offeror's demonstrated technical awareness of the unique or specific problems encountered in operating and maintaining the Vacuum Electronics Engineering Facility (VEEF) and Cathode Test facilities and an understanding of the techniques and methods used to solve and overcome these problems.

3. MANAGEMENT PLAN AND SCHEDULE

The proposals will be evaluated on the soundness of the offeror's project management approach for accomplishing the task(s). Proposals will be evaluated on whether the schedules and proposed manpower levels are reasonable and are consistent with the work to be performed, and on the offeror's demonstrated ability to fully utilize personnel in a variety of technical tasks, including tube design, drafting and specification, fabrication, and assembly of vacuum devices. The proposal should address the company's method of supervision/management of these personnel and administrative details of materials and shop services requirements on the contract and how they will be met.

The proposals will be evaluated on their completeness, clarity, and reasonableness. The management plan should detail clear organizational lines of authority, responsibility, and communication. This shall include the levels of authority required, depicted through organizational charts.

4. CORPORATE EXPERIENCE

The proposals will be evaluated on the offerors demonstrated corporate experience, both general and task specific, in providing the necessary technical support for performance of the SOW requirements, particularly in an "on-site" environment. This will include substantiating experience in operation and management of facilities devoted to the fabrication and assembly of microwave and millimeter-wave tubes. The proposals will be evaluated on the adequacy of company experience on similar or related facility operation and management projects as evidenced by a narrative description of the experience, which should show a relationship to the proposed effort. The proposal should include details such as operation/maintenance techniques employed, results and accomplishments achieved, devices and components designed, and computer codes used in the support of the work, as well as the sponsoring agency and a point of contact. The proposal should address the ability to administratively support "on-site" efforts with minimum demands upon Government personnel assistance.

The proposals will be evaluated on the sufficiency of the offerors staff to accommodate program changes within the scope of the SOW.

The proposals will be evaluated on the offerors extensive experience in successfully managing research and development efforts "on-site" in a Government laboratory setting.

5. PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. 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).

6. SUBCONTRACTING PLAN

The Subcontracting Plan will be evaluated on the following: (a) extent to which small, small-disadvantaged, women-owned, and minority institutions are specifically identified; (b) The extent of commitment to use such firms; (c) The complexity and variety of the work such firms are to perform; (d) Past Performance in complying with subcontracting plan; (e) The extent of participation of such firms in terms of the value of the total acquisition.

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

OPERATION AND MAINTENANCE OF THE NRL VACUUM ELECTRONICS ENGINEERING FACILITY (VEEF)

1.0 BACKGROUND

The Naval Research Laboratory (NRL) serves as the principal Department of Defense (DoD) center for the science and technology of RF vacuum electronic devices. NRL's primary mission is to conduct research and developmental programs in vacuum electronics and related technologies that support Navy and DoD interests and capabilities in the full range of electronic combat functions. Moreover, NRL serves as the focal point for the insertion of vacuum electronics technology into Navy engineering development efforts. Topics being investigated, either experimentally or theoretically include beam-wave interactions resulting in the generation of coherent electromagnetic radiation (UHF to FIR), high-brightness electron-beam optics, surface science related to mechanisms of electron emission, analytical techniques for characterizing the vacuum-surface interface, and advanced comprehensive computational techniques for modeling electronic devices. To support these activities, NRL maintains a Vacuum Electronics Engineering Facility (VEEF) for the design, fabrication, assembly, and test of experimental high-vacuum devices.

2.0 SCOPE

This statement of work encompasses the operation and management of NRL's Vacuum Electronics Engineering Facility (VEEF), as well as the engineering and technical support required for its operation and related activities. All work shall be performed at NRL and shall include the design, fabrication, assembly and test of experimental high power microwave and millimeter-wave tubes; the evaluation and analysis of electron-emitting surfaces, including thermionic, secondary electron, field emitters, and other innovative cold emitters; the analysis of emerging microwave and millimeter-wave technologies complementing or competing with vacuum electronics technology; the maintenance and repair of equipment and facility systems; and such other analyses as may be required in support of NRL's principal program areas.

3.0 TASKS

3.1 Design Experimental Devices

Design requirements, specifications, and the overall electrical/mechanical design for each experimental device project shall be provided to the Contractor by the Contracting Officer Representative (COR), acting in consultation with project Principal Investigators (PIs). The Contractor shall generate and submit for approval to the COR and the COR-designated project PI the preliminary mechanical designs along with cost estimates and schedules to enable the tube or device to be constructed to meet NRL's needs and programmatic requirements. Upon approval of the preliminary design, the Contractor shall complete the design; generate drawings; provide, fabricate, or purchase required parts; and design and construct necessary tools and equipment needed for assembling the components. All of this work shall be closely coordinated with the COR-designated PI. The Contractor shall also design the needed cold-test and hot-test components and assemblies. The Contractor shall maintain skills in the use of computer-aided drafting to prepare or change engineering and parts drawings – skill with the current release of the AutoCAD software is required; facility with other CAD programs (for example, PRO-Engineer) may be required in the future.

3.2 Fabricate and Assemble Experimental Devices

The Contractor shall fabricate the experimental devices in accordance with the approved design, and in keeping with technically sound laboratory practice. In close consultation with the COR and/or the COR-designated PI, the Contractor shall process and prepare the appropriate experimental device parts, subassemblies, and final assemblies. At the request and discretion of the PI, the Contractor shall assist the PI in the performance of cold tests and hot tests of the experimental device. Tasks 3.1 and 3.2 shall include the design, fabrication, assembly, processing, and testing of fast-wave devices (e.g., gyroklystrons, gyro-TWTs, ubitrons) and slow-wave devices, such as klystrons and coupled-cavity and helix traveling-wave tubes.

3.3 Emitter Fabrication, Analysis, and Evaluation and Operation of Cathode Engineering Facility

The Contractor shall fabricate experimental emitter assemblies in accordance with approved design and in keeping with technically sound laboratory practice. In close consultation with the COR and/or the COR-designated PI, the Contractor shall perform analysis and evaluation of experimental devices. In addition, the contractor shall operate the cathode test engineering facility in which both dispenser and field-emission cathodes are tested for emission lifetime, uniformity of emission, and current density.

3.4 Operate Vacuum Electronics Engineering Facility

The Contractor shall operate, maintain, and upgrade (as needed) the VEEF and all necessary equipment applicable of this Statement of Work.

Specific tasks shall include:

- Establish Schedules

With the assistance of the COR, the On-Site Contract Manager shall establish the priorities and schedules based on NRL's requirements and the availability of Contractor personnel and resources.

- Management and Technical Support

The Contractor shall minimize adverse effects to a project caused by the absence of engineers or members of the Contractor's technical staff assigned to the project. Furthermore, the Contractor shall provide a sufficient number of personnel that are competent and highly skilled in the various stages of microwave tube design and fabrication. It is the responsibility of the On-Site Contract Manager to monitor contractors and ensure the timely performance of contract work in a safe and efficient manner as established by the schedule.

- Stock Materials

Stock and manage a sufficient supply of specialized materials, components, and equipment needed for the fabrication and processing of the experimental devices and experimental emitters. This task may also include the stocking of materials necessary for the repair and refurbishing of laboratory equipment and the VEEF facilities.

- Documentation

Implement, where necessary, and continue, where already started, systematic documentation of drawings, fabrication procedures and processing methods required to effectively operate the VEEF and fabricate the required experimental devices and experimental emitters. The Contractor shall maintain up-to-date drawings for each project, and, at the conclusion of fabrication of that project, the Contractor shall provide to the COR the CAD files in machine readable form for all of the parts, subassemblies, and assemblies for that project.

The Contractor shall maintain and update on a continuing basis a computerized data base of vendors who provide various specialized materials, components, equipment, and advanced processing techniques. In addition, the Contractor shall have a working knowledge of the commercial microwave tube industry and maintain an awareness of the current state of commercially available microwave tubes and tube-related products.

As an outgrowth of seminars attended by the Contractor's staff, the Contractor shall develop and maintain a staff technical library dealing with major topical areas, such as data sheets, specifications, tables or graphs and video tapes that are useful to device design, fabrication, assembly and test. This information shall be retained and made available to NRL personnel and interested parties in other Government agencies.

- Establish and Enforce Safety Procedures

The On-Site Contract Manager shall establish and enforce laboratory safety procedures and train Contractor personnel to use the facilities and equipment of the VEEF in a safe manner. This shall include instruction to Contractor personnel in the safe operation and servicing of high voltage equipment. The Contractor shall also maintain a safety manual covering all chemicals and exotic materials used by the Contractor's staff during the processing and fabrication of the experimental devices. This information shall be retained and made available to NRL personnel.

3.5 Engineering and Technical Support

The Contractor shall provide additional engineering and technical support as may be required to support efforts being performed under Tasks 3.1 through 3.4 of this Statement of Work.

3.6 Technical Consultants/Subcontractors

The Contractor shall provide the capability (on an as-needed basis) to obtain Technical Consultants and Subcontractors to support efforts being performed under Task 3.1 through 3.4 of this Statement of Work and other NRL-related technologies that support Navy and DoD interests and capabilities in the full range of electronic combat functions. It is anticipated that some Consultants/Subcontractors shall be needed on an intermittent basis for the following functions:

- (1) Consultant(s)/Subcontractor(s) with demonstrated expertise in the thermal and mechanical stress analysis of vacuum electronic devices, including electron guns, RF/vacuum windows, circuits, and collectors with high heat flux ($>1 \text{ kW/cm}^2$). The Consultant(s)/Subcontractor(s) shall have expertise using the ANSYS suite of finite element codes. These codes and the computer platform for their use shall be provided by the government for the performance of the work required of the Contractor.
- (2) Consultant/Subcontractor with expertise in the technology of emitter fabrication, characterization, and evaluation.

4.0 DELIVERABLES

The contractor shall submit the following in accordance with Exhibit (A), Contract Data Requirements List DD Form 1423)

4.1 Monthly Progress Reports

The Contractor shall submit Monthly Progress Reports that concisely summarize technical progress achieved during the reporting period, status of funds, and a record of man-hours expended during the reporting period. Schedules and priorities for each project for the next period shall also be presented.

4.2 Technical Manual

The contractor shall submit a Technical Manual which will be updated annually.

4.3 Technical Reports

The Contractor shall submit technical reports on an as needed basis.

4.4 Draft Final Technical Report

4.5 Final Technical Report

4.6 Radiation Examination Report

4.7 Notice of Radioactive Materials

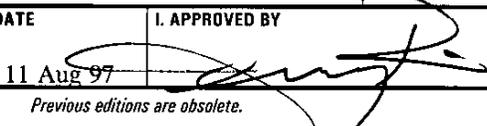
4.8 Materials Safety data Sheet

4.9 Contractor On-Site Report

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 440 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing 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.

A. CONTRACT LINE ITEM NO. 0003AB 0004AB, 0005AB		B. EXHIBIT A		C. CATEGORY: TDP TM OTHER	
D. SYSTEM / ITEM O&M OF VEEF		E. CONTRACT / PR NO. N00173-98-R-JR03		F. CONTRACTOR TBD	
1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM MONTHLY PROGRESS REPORTS			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW, PARA. 4.1		6. REQUIRING OFFICE NAVAL RESERACH LABORATORY	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY Monthly	12. DATE OF FIRST SUBMISSION 35 DAC	14. DISTRIBUTION	
8. APP CODE NO	N/A	11. AS OF DATE 35 DAC	13. DATE OF SUBSEQUENT SUBMISSION 5th day of each month	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
16. REMARKS Letter progress reports summarizing accomplishments, deliveries, level of effort, and funds expended for reporting period/cumulative. Priorities and schedule for subsequent reporting period shall be presented.				NRL Code 6840	2
				NRL Code 6844	1
				15. TOTAL	3
1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM TECHNICAL MANUAL			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW, PARA. 4.2		6. REQUIRING OFFICE NRL	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION	
8. APP CODE NO	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
16. REMARKS The Contractor shall develop a technical manual as a result of Task 3to include data sheets, specs., and tables/graphs useful for vacuum electron device design, fabrication, assembly, and test. Manuals shall be updated annually				NRL Code 6840	1
				NRL Code 6844	1
				15. TOTAL	2
1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM TECHNICAL REPORTS			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW, PARA. 4.3		6. REQUIRING OFFICE NRL	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION	
8. APP CODE NO	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
16. REMARKS Contrcor shall provide technical report on new/emerging technologies sppt'ing or competing with vacuum electronics technologies in the microwave & millimeter-wave region including RF/microwave/millimeter wave devices,etc				NRL Code 6840	1
				NRL Code 6844	1
				15. TOTAL	2
1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM DRAFT FINAL TECHNICAL REPORT			3. SUBTITLE	
4. AUTHORITY (Data Acquisition Document No.)		5. CONTRACT REFERENCE SOW, PARA.4.4		6. REQUIRING OFFICE NRL	
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY OTIME/R	12. DATE OF FIRST SUBMISSION See Blk 16	14. DISTRIBUTION	
8. APP CODE NO	N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION R/ASR	a. ADDRESSEE	b. COPIES Draft Final Reg Repro
16. REMARKS The Contractor shall deliver a Draft Final Technical Report 30 days after completion of the Base and each Opt performance period. The report shall include accomplishments, deliveries, and recommendations for further work				NRL Code 6840	1
				NRL Code 6844	1
				15. TOTAL	2
G. PREPARED BY R.H. Abrams		H. DATE 11 Aug 97	I. APPROVED BY 		J. DATE 11/13/98

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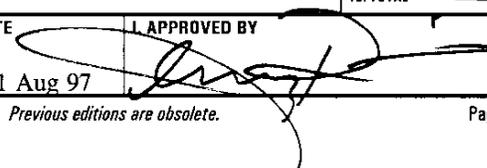
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CONTRACT DATA REQUIREMENTS LIST

Form Approved
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4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW, PARA. 4.5		6. REQUIRING OFFICE NAVAL RESERACH LABORATORY																										
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16. REMARKS Final report shall be submitted 30 days after approval of draft.																															
1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM RADIATION EXMINATION REPORTS			3. SUBTITLE																											
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW, PARA. 4.6		6. REQUIRING OFFICE NRL																										
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION																										
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16. REMARKS Sumit report 45 days after examination for initial report and 60 days after preplacement examination.																															
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM NOTICE OF RADIOACTIVE MATERIALS			3. SUBTITLE																											
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW, PARA. 4.7		6. REQUIRING OFFICE NRL																										
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION																										
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16. REMARKS Submit report 5 days prior to delivery of material or prior to completion of servicing equipment.																															
1. DATA ITEM NO. A008	2. TITLE OF DATA ITEM MATERIAL SAFETY DATA SHEET			3. SUBTITLE																											
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE SOW, PARA. 4.8		6. REQUIRING OFFICE NRL																										
7. DD 250 REQ LT	8. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ		14. DISTRIBUTION																										
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G. PREPARED BY R.H. Abrams		H. DATE 11 Aug 97	I. APPROVED BY 		J. DATE 1/13/98																										

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**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	N00173	1	1
Code: 4555 Overlook Ave., S.W. Washington, DC 20375-5320			
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

PERSONNEL QUALIFICATIONS

* ON-SITE CONTRACT MANAGER

Education: Minimum Master's Degree (or equivalent) in Engineering or Management

Experience:

The On-Site Contract Manager will have demonstrated experience in the mechanical design, fabrication, and testing of vacuum electronic devices and a thorough familiarity with the microwave tube industry and its product lines. He/she should possess a minimum of 10 years experience in microwave tube fabrication and assembly in a research-oriented environment.

The demonstrated skills and experience of the On-Site Contract Manager should include, but are not limited to,

- Hands-on experience with traditional and novel power tube fabrication and assembly techniques.
- A knowledge of and supervisory experience in the fabrication, assembly and processing of a wide variety of microwave tubes, including Traveling Wave Tubes (TWTs), Gyroklystrons, Gyrotwistrons, Gyroperiotrons, Slow-Wave Cyclotron Amplifiers (SWCA), Ubitrons, Twystrodes, Crossed-Field Amplifiers (CFAs), and Emission Gated Amplifiers (EGAs).
- Experience in the integration of all aspects of a project in an R&D or manufacturing environment to ensure that the proper knowledge and resources are available when and where they are needed so that the expected results are produced in a timely, cost-effective manner.
- Knowledge of electron emission mechanisms, including thermionic, field-emission, and secondary emission.
- Sufficient familiarity and proficiency with the laboratory equipment listed in the SOW to be able to operate, train, and/or supervise technicians and engineers working with the equipment (including maintenance).
- A working knowledge of standard machine shop practices and OSHA Laboratory Standards.
- Demonstrated verbal and written skills; experience with documenting procedures and specifications.
- Experience with high-vacuum and high-voltage technology.

* SENIOR DESIGN ENGINEER

Education: Minimum Bachelors Degree (or equivalent), in Engineering

Experience: The Senior Design Engineer should have a minimum of 10 years of experience in tube fabrication and assembly in a research-oriented environment. He/she shall accept project goals and objectives, deadlines and schedules from the On-Site Manager, but should be capable of working independently to implement project goals in a working device. Extensive experience is required in, but not limited to, the following areas:

- Electromagnetic and mechanical design of experimental microwave tubes.
- Vacuum tube assembly.
- Analysis of results from computer-generated designs and cold-test measurements.
- Use of the laboratory equipment listed in Section 4.0, basic machine shop skills, and experience with standard machine shop practices.

MICROWAVE TUBE ENGINEER – MECHANICAL

Education: Bachelor's Degree (or equivalent), in Mechanical Engineering

Experience:

The Microwave Tube Engineer-Mechanical should have a minimum of 10 years of experience in the design, fabrication, and testing of microwave power tubes. Extensive experience is required in, but not limited to, the following areas:

- Mechanical design, particularly as related to high temperature, high vacuum, and high voltage microwave tube requirements, electromagnetic assemblies such as RF diagnostics, interfaces, fixtures, etc., and precision-machined parts and assemblies appropriate to high tolerance millimeter-wave designs.
- Application and knowledge of materials appropriate to the design and fabrication of microwave tubes, including high temperature materials, vacuum compatible materials, and materials with special electromagnetic properties.
- Use of 2-D and 3-D computer-aided drafting software, with demonstrated experience in AutoCAD plus experience in geometric dimensioning and tolerancing.
- Use of the laboratory equipment listed in the SOW, basic machine shop skills, and experience with standard machine shop practices.

In addition, the Microwave Tube Engineer-Mechanical should be able to perform both analytic and computational analyses of mechanical designs, including mechanical, thermal, and fluid analyses.

SENIOR VACUUM ASSEMBLY TECHNICIAN

Education: Minimum High School Diploma

Experience: The Senior Vacuum Assembly Technician should be able to fabricate, modify, and repair vacuum microwave and millimeter-wave devices using the equipment and facilities listed in the SOW. In addition, the Senior Assembly Technician should have a minimum of 10 years of experience in the following areas:

- Vacuum tube processing and clean room practices.
- Hydrogen and vacuum brazing, fixturing, and jiggling of assemblies.
- RF brazing, resistance spot welding, GTAW welding, and orbital welding.
- Chemical cleaning of vacuum piece parts.
- Procurement, handling, and storage of specialized materials, electronic materials, and components, chemicals, processes and the establishment of schedules for specialized shop services to meet project target dates.
- Performing and recording test measurements of tube performance during bake-out and cathode activation.
- Basic machine shop skills and knowledge of standard machine shop practices.

ENGINEERING TECHNICIAN – MACHINIST

Education: Minimum High School Diploma

Experience:

Engineering Technician-Machinists should have a minimum of 10 years of experience as machinists and be capable of manufacturing machined parts and fabricated assemblies to high tolerances for a wide assortment of laboratory vacuum electronic devices and various experimental apparatuses..

Engineering Technician-Machinists shall have served an apprenticeship of four years comprising of production work and technical instruction. Experience is required in, but not limited to, the following areas:

- The machining of materials appropriate for use in vacuum electronic devices, including high temperature, refractory materials, vacuum compatible materials, and special electromagnetic materials.
- Use of the machine shop equipment listed in the SOW
- Precision machining.
- Design and test of magnetic fixtures and RF waveguide components.
- Design and fabrication of weld and braze jigs.
- TIG and ARC welding.
- Hydrogen torch brazing.
- Model making.
- Maintenance, repair, and upgrading of machine shop equipment.
- Training of individuals who have little or no machining experience.

SENIOR ELECTRONICS TECHNICIAN

Education: Minimum Bachelor's Degree (or equivalent), in Electrical Engineering

Experience:

The Senior Electronics Technician must be capable of, but not limited to, the following tasks; maintenance and repair of a wide assortment of electronic equipment ranging from simple bench power supplies and typical laboratory equipment to rack-mounted high-voltage pulsar and modulators, the development and fabrication of various control and diagnostic electronics for new and existing experiments, and the modification and refurbishment of electronics and equipment. In addition, the Senior Electronics Technician should have a minimum of 5 years of experience in the following areas:

- High voltage and RF technology.
- Maintenance, calibration, and repair of high voltage power supplies and RF modulators.
- Safety interlock systems.
- Digital and analog circuit design and fabrication.
- Use of electronic and RF test equipment, including analog and digital oscilloscopes, oscillators and synthesizers, spectrum analyzers, and network analyzers.
- Maintenance, calibration, and repair of electronic and RF test equipment.
- Computer control of laboratory electronic test equipment; IEEE 488 bus experience is desirable.
- Use of laboratory equipment listed in the SOW, basic machine shop skills, and knowledge of standard machine shop practices.

VACUUM / ELECTRONIC TECHNICIAN

Education: Minimum High School Diploma

Experience:

The Vacuum/Electronic Technician should have a minimum of 3 years of experience in vacuum-electronic fabrication, assembly, and testing of experimental devices. He/she must be capable of fabricating and repairing simple electronic equipment ranging from bench power supplies to electronic control apparatus. In addition, the Vacuum/Electronic Technician should have demonstrated experience in the following areas:

- High-vacuum technology.
- Resistance spot and heli-arc welding.
- Use of computer engineering software, with experience with AutoCAD desirable.
- Programming of computers for control of laboratory electronic test equipment.
- Use of laboratory equipment listed in the SOW, basic machine shop skills, and knowledge of standard machine shop practices.

EMITTER SPECIALIST

Education: Minimum Bachelor's Degree (or equivalent) in Engineering)

Experience:

The Emitter Specialist should be able to provide technical and analytical support to NRL and VEEF in the area of electron emission from thermionic cathodes, secondary emission cathodes, and field emitters. Experience and knowledge of commercial and developmental methods for fast-turn-on cathodes is desirable. Technical and analytical support shall involve all types of TWT cathodes, such as oxide types, matrix dispenser types and lanthanum hexaboride cathodes. The proposed individual should have a minimum of 10 years of experience in surface science as applied to cathodes..

THERMAL/MECHANICAL ANALYSIS SPECIALIST

Education: Minimum Bachelor's Degree (or equivalent) in Engineering

Experience:

The Thermal/Mechanical Analysis Specialist should have demonstrated expertise in the thermal, fluid, and mechanical stress analysis of vacuum electronic devices and their constituent components and sub-assemblies, including electron guns, RF/vacuum windows, circuits, and collectors operating at high heat flux ($>1 \text{ kW/cm}^2$). He/she should have a minimum of 5 years of experience applying both analytic and computational techniques to thermal/mechanical/fluid design problems. Expertise with the ANSYS family of finite-element computational tools is required.

*** DENOTES KEY PERSONNEL. ONLY the categories denoted as Key Personnel are subject to the requirements as set forth under Section H-2, KEY PERSONNEL.**

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING SER: 130-97 a. FACILITY CLEARANCE REQUIRED SECRET b. LEVEL OF SAFEGUARDING REQUIRED SECRET	
2. THIS SPECIFICATION IS FOR: (X and complete as applicable)			3. THIS SPECIFICATION IS: (X and complete as applicable)		
a. PRIME CONTRACT NUMBER		X		a. ORIGINAL (Complete date in all cases) Date (YYMMDD) 971210	
b. SUBCONTRACT NUMBER				b. REVISED (Supersedes all previous specs) Revision No. Date (YYMMDD)	
c. SOLICITATION OR OTHER NUMBER X 68-4005-98		Due Date (YYMMDD)		c. FINAL (Complete Item 5 in all cases) Date (YYMMDD)	
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ (Preceding Contract Number) is transferred to this follow-on contract.					
5. IS THIS A FINAL DD FORM 2547? <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 _____.					
6. CONTRACTOR (Include Commercial and Government Entity (CAGE) Code)					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD					
7. SUBCONTRACTOR					
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
N/A				N/A	
8. ACTUAL PERFORMANCE					
a. LOCATION		b. CAGE CODE		c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)	
N/A				N/A	
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT Provide scientific, technical, and engineering support for the NRL Vacuum Electronics Processing Facility.					
10. THIS CONTRACT WILL REQUIRE ACCESS TO:			11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	YES	NO	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	YES	NO
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	X	
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)		X	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify) Any ADP/WP equipment used to process classified information under this contract must be approved by DIS for such purpose.	X	
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 6843.

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

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

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

Dec 30 11 54 AM '97
 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. TITLE	c. TELEPHONE (Include Area Code)
TINA SMALLWOOD	Contracting Officer, Security	(202)767-2240/2521

d. ADDRESS (Include Zip Code)
 Naval Research Laboratory
 Washington, DC 20375-5320

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, 6843, 6802

e. SIGNATURE
