

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

1. SOLICITATION NUMBER

2. (X one)

N00173-98-R-PL01

a. SEALED BID

b. NEGOTIATED (RFP)

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)

PROCURING CONTRACT OFFICE (CODE 3235.PAL)
NAVAL RESEARCH LABORATORY
DEPARTMENT OF THE NAVY
STENNIS SPACE CENTER, MS 39529-5004

4. ITEMS TO BE PURCHASED (Brief description)

SOFTWARE AND HARDWARE ENGINEERING SERVICES

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A 100 % 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.)

(1) Small Business (2) Labor Surplus Area Concerns (3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

SEE SECTION L, INSTRUCTION FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS AND SECTION M.

THIS SOLICITATION IS BEING ISSUED BY ELECTRONIC MEANS ONLY. NO PRINTED COPIES OF THIS SOLICITATION WILL BE DISTRIBUTED. AMENDMENTS TO THIS RFP MAY BE ISSUED PERIODICALLY; IT IS SOLELY THE OFFERORS RESPONSIBILITY TO PERIODICALLY CHECK THE WEBSITE FOR AMENDMENTS TO THE RFP.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

Lewis, Patricia A.

b. ADDRESS (Include Zip Code)

PROCURING CONTRACT OFFICE (CODE 3235)
NAVAL RESEARCH LABORATORY
STENNIS SPACE CENTER, MS 39529-5004

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) (601) 688-5593

8. REASONS FOR NO RESPONSE <i>(X all that apply)</i>			
a. CANNOT COMPLY WITH SPECIFICATIONS		b. CANNOT MEET DELIVERY REQUIREMENT	
c. UNABLE TO IDENTIFY THE ITEM(S)		d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
e. OTHER <i>(Specify)</i>			
9. MAILING LIST INFORMATION <i>(X one)</i>			
YES	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-PL01	
DATE <i>(YYMMDD)</i>	LOCAL TIME
98 Mar 23	2:00 PM

TO

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING	PAGE OF 1 41 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-98-R-PL01	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 20 FEB 98	6. REQUISITION/PURCHASE NO.
7. ISSUED BY PROCURING CONTRACTING OFFICE NAVAL RESEARCH LABORATORY (NRL-SSC) CODE 3235.PL STENNIS SPACE CENTER, MS 39529-5004		CODE N68462	8. ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9. Sealed offers in original and 04 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in BLDG 1100 SSC MS 39529-5004 until 2:00 local time 23 MAR 98
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Patricia A. Lewis	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (601) 688-5593
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11. TABLE OF CONTENTS

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<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	17
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OFFER (Must be fully completed by offeror)

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

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

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

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE

AWARD (To be completed by Government)

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

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

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM QTY	UNIT	UNIT PRICE	MAXIMUM AMOUNT
0001	The Contractor shall provide all personnel and facilities to perform the work as described in Section C, at the rates set forth below:				
	<u>CATEGORIES OF LABOR</u>			<u>HOURLY RATE</u>	
	Senior Information Systems Developer	10,000		_____	_____
	Senior System Engineer	10,000		_____	_____
	Information Systems Developer	10,000		_____	_____
	System Engineer	10,000		_____	_____
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1), (2) and (3)	1	LO	NSP	NSP
0003	Travel	1	LO	\$10,000.00	\$10,000.00
0004	Materials	1	LO	\$25,000.00	\$25,000.00
TOTAL MAXIMUM DOLLAR AMOUNT FOR CLINs*:					\$ _____

*CONTRACT LINE ITEM NUMBER

B-2 MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the clause of the solicitation entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is software and hardware engineering services support requiring the contractor to provide 100 labor hours.

The maximum quantity that the Government may order during the effective period of the contract is software and hardware engineering services support requiring the contractor to provide 40,000 labor hours.

The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work and any combination of labor categories.

B-3 ANTICIPATED DISTRIBUTION OF LABOR HOURS BY LABOR CATEGORIES

The number of hours ordered by the Government may not be as specified by each labor category above. Distribution of hours shall be as specified in each delivery order.

B-4 DIRECT MATERIALS: The Contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the Contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in individual delivery orders, less any cash or quantity discount earned, plus mark-up for handling charges without any mark-up for profit in accordance with FAR Clause 52.232-7 "Payments under Time and Materials and Labor Hour Contracts" and its Alternate I.

B-5 TRAVEL: Reimbursement of travel costs will be treated as "materials" under FAR Clause 52.232-7 "Payments under Time and Materials and Labor Hour Contracts" and its Alternate I.

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 The specific work to be carried out shall be further described in task orders issued under this contract.

SECTION D

PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.246-6 - Inspection - Time-And-Material And Labor-Hour (JAN 1986)

DFARS CLAUSE TITLE

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

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance must be accomplished by the Technical Manager or COR designated in Section G of this contract within seven (7) days after delivery. Inspection and acceptance will be performed at the Naval Research Laboratory, Stennis Space Center, MS 39529-5004.

SECTION F

DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.211-17 -	Delivery Of Excess Quantities (SEP 1989)
2.242-15 -	Stop-Work Order (AUG 1989)
52.242-17 -	Government Delay Of Work (APR 1984)
52.247-34 -	F.O.B. Destination (NOV 1991)

F-2 DELIVERIES OR PERFORMANCE

(a) The effective period of this contract during which delivery orders/tasks orders may be issued is from date of award through five years.

(b) Each delivery order/task order shall specify the period of performance.

(c) All deliverables required by Contract Line Items (CLINs) 0002, 0003 and 004 under each order shall be shipped FOB Destination, Naval Research Laboratory, Stennis Space Center, MS 39529-5004, consigned to:

Contracting Officer's Representative

*

Naval Research Laboratory

Contract Number: *

Building Number: *

Code: *

Stennis Space Center, MS 39529-5004

(d) Each delivery order/task order shall specify the place of performance

*(to be filled in at time of award)

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 –Patricia Lewis , Code 3235 , (228) 688-5784, DSN 485-5784, or Telecopier
(228) 688-6055

Security Matters -Mr. David Anderson, Code 7031, (228) 688-4049, DSN 485-4049

Safety Matters - Mr. K. Geistfeld, Code 7030.5, (228) 688-4049, DSN 485- 4049

Patent Matters - Mr. Armand Beede, Code 3008.3, (228)688-4826, DSN 485-4826

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 3008.3, Naval Research Laboratory, Stennis Space Center, MS 39529-5004. 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 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. (* To be filled in at time of award)

G-3 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.

Alternate I (JUL 1992).

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

G-4 ACCOUNTING AND APPROPRIATION DATA

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

G-5 PARTIAL FUNDED ORDERS

Orders issued under this contract may be partially funded. Partially funded orders will contain a provision substantially as follows:

LIMITATION OF GOVERNMENT'S OBLIGATION

- a. Of the total price of Item * through * the sum of \$ * is presently available for payment and allotted to this contract. It is anticipated that from time to time additional funds will be allotted to this contract until the total price of these items is allotted.
- b. The contractor agrees to perform or have performed work on the item up to the point at which, in the event of termination of this contract pursuant to the clause entitled "Termination", the total amount payable by the Government (including cost, profits, and amounts payable with respect to subcontracts and settlement costs) pursuant to paragraph (a) of the clause would, in the exercise of reasonable judgment by the Contractor, approximate the total amount at the time allotted to the contract. The Contractor will not be obligated to continue performance of the work beyond that point. the Government will not be obligated in any event to pay or reimburse the Contractor in excess of the amount from time to time allotted to the contract, regardless of anything to the contrary in the clause entitled "Termination".
- c. It is contemplated that the funds presently allotted to this contract will cover the work to be performed, as limited by the provisions of (b) above until * . If funds allotted are considered by the Contractor to be inadequate to cover the work to be performed (including cost and profit) until the above date or an agreed substitute date, the Contractor will notify the Contracting Officer in writing when, within the next 30 days, the work will reach a point at which, in the event of termination of this contract pursuant to the clause entitled "Termination", the total amount payable by the Government (including cost, profits and amounts payable with respect to subcontracts and settlement costs), pursuant to paragraph (a) of the clause, will approximate 85 percent of the total amount than allotted in the contract. The notice will state (i) the estimated date when that point will be reached and (ii) the estimated amount of additional funds required to continue performance to the above date or on agreed substitute date. The Contractor will, 30 days prior to the above written data or agreed substitute date, advise the contracting officer in writing as to the estimated amount of additional funds which will be required for the timely performance of the contract for a further period as may be specified in the contract or otherwise agreed to by the parties. If after such letter notification, additional funds are not allotted by the date above written, or by an agreed substitute date, the Contracting Officer will, upon written request of the Contractor, terminate this contract on that date or the date set forth in the request, whichever is later, pursuant to the provisions of the clause of this contract entitled "Termination."
- d. When additional funds are allotted form time to time for continued performance of the work under this contract, the parties will agree as to the applicable period of contract performance which will be covered by the funds. The provisions of (b) and (c) above will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be amended accordingly.
- e. If the Contractor incurs additional costs or is delayed in the performance of the work under this contract solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of this contract, and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the items or in the time of delivery or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes".

- f. The Government may at any time prior to termination and, with the consent of the Contractor, after notice of termination allot additional funds for this contract.
- g. The provisions of this clause with respect to termination will not be deemed to limit the rights of government under the clause entitled "Termination". The provision of this clause are limited to the work on and allotment of funds for the items set forth in (a) above. This clause will become inoperative upon the allotment of funds for the total price of the work except for rights and obligations then existing under this clause.
- h. Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination."

G-6 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work.
- (d) Task orders issued shall include, but not be limited to, the following information:
 - (1) Date of Order
 - (2) Contract Number and Task Order Number
 - (3) Accounting and Appropriation Data
 - (4) Description of the Work to be Performed
 - (5) Estimated labor hours
 - (6) DD Form 1423 (Contract Data Requirements List)
 - (7) Place of Performance
 - (8) Period of Performance
 - (9) Estimated Ceiling Price
 - (10) DD Form 254 (Contract Security Classification Specifications)
 - (11) List of Government furnished material, (if any), and the estimated value thereof for each order
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 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.

H-3 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-4 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.

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

<u>FAR CLAUSE</u>	<u>TITLE</u>
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)
52.211-5	- Material Requirements (OCT 1997)
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)
52.215-11	- Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-12	- Subcontractor Cost or Pricing Data (OCT 1997)
52.215-13	- Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-15	- 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)
52.215-21	- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)

- 52.219-6 - Notice Of Total Small Business Set-Aside (JUL 1996)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
- 52.222-3 - Convict Labor (AUG 1996)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-26 - Equal Opportunity (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)
- 52.225-10 - Duty-Free Entry (APR 1984)
- 52.225-11 - Restrictions On Certain Foreign Purchases (OCT 1996)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (APR 1984) - Alternate I (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 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)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (AUG 1987)
- 52.244-3 - Subcontracts (Time-And-Materials And Labor-Hour Contracts (OCT 1997)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-19 - Government Property Furnished "As Is" (APR 1984)
- 52.247-63 - Preference For U.S.-Flag Air Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursable) and Alternate V (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Special Prohibition On Employment (JUN 1997)
- 252.204-7000 - Disclosure Of Information (DEC 1991)

- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.205-7000 - 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 (JUL 1997)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (JAN 1994)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country End Products And Supplies (JAN 1997)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (JAN 1997)
- 252.225-7012 - Preference for Certain Domestic Commodities (FEB 1997)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 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)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights in bid and Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 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)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 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).

I-3 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five years.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) **MINIMUM ORDER.** When the Government requires supplies or services covered by this contract in an amount of less than \$50,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) **MAXIMUM ORDER.** The Contractor is not obligated to honor –

(1) any order for a single item in excess of \$1,000,000.00.

(2) any order for a combination of items in excess of \$1,000,000.00.

(3) a series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraph(s) (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b) unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after five years.

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

LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement of Work - 9 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 2 Pages And Enclosure (1) - Instructions For Distribution-1 Page, Enclosure (2) – Monthly Cost/Performance Reporting – 1 Page

- J-2** Attachment (2), DD 254, Contract Security Classification Specification Form, dated 01/15/98
- 2 Pages

- J-3** Attachment (3) - Requirements for On-Site Contractors dated 02 February 1998 is hereby incorporated by reference and is available in full text at
[HTTP://HERON.NRL.NAVY.MIL/CONTRACTS/HOME.HTM](http://HERON.NRL.NAVY.MIL/CONTRACTS/HOME.HTM)

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

**REPRESENTATIONS, CERTIFICATIONS
AND OTHER STATEMENTS OF OFFEROR OR RESPONDENTS**

K-1 The following Representations, Certifications, and Other Statements Of Offerors 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 52.215-6 - TYPE OF BUSINESS ORGANIZATION (JUL 1987)

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

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

(b) If the offeror or quoter 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-4 FAR 52.203-2 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that:

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or

competitor relating to (i) those prices; (ii) the intention to submit an offer; or (iii) the methods or factors used to calculate the prices offered;

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory:

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision

_____ *[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];*

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K-5 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. The Offeror and/or any of its Principals-

(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.

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-7 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-8 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 or more women; and

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

(d) *Notice.*

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

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

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

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

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

K-9 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-10 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-11 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-12 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-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 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-15 (DFARS 252.225-7000 - BUY AMERICAN ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 1991))

(a) *Definitions.*

“Domestic end product”, “qualifying country”, “qualifying country end product,” and “nonqualifying country end product” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.*

Offers will be evaluated by giving preference to domestic end products and qualifying country end products over nonqualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that--

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this clause, is a domestic end product; and

(ii) Components of an unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The Offeror certifies that following end products are qualifying country end products:

QUALIFYING COUNTRY END PRODUCTS

Line Item No.	Country of Origin
_____	_____
_____	_____
_____	_____
_____	_____

(List only qualifying country end products)

(3) The offeror certifies that the following end products are nonqualifying country end products:

NONQUALIFYING COUNTRY END PRODUCTS

Line Item No.	Country of Origin (If known)
_____	_____
_____	_____
_____	_____
_____	_____

K-16 DFARS 252.225-7003 - INFORMATION FOR DUTY-FREE ENTRY EVALUATION (AUG 1992)

(a) Is the offer based on furnishing any supplies (i.e., end items, components, or material) of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free--Qualifying Country End Products and Supplies clause of this solicitation?

YES ()

NO ()

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

YES ()

NO ()

(2) Has the duty on such foreign supplies been paid?

YES ()

NO ()

- (3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$_____.
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b)(3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.
- (d) Offers will be evaluated on a duty included basis except to the extent that--
- (1) The supplies are qualifying country end products as defined in the Buy American Act and Balance of Payments Program clause of this solicitation; or
 - (2) The duty-free price is specified for use in the evaluation procedure.

K-17 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-18 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)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.237-1	-	Site Visit (APR 1984)

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

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below.

The offeror shall submit supporting information for each cost element consistent with the offeror's cost accounting system. The supporting breakdown should contain direct labor rates, fringe benefits, overhead and general and administrative rates. 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-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be a DX rated order; (x) DO rated order certified for national use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

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

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with Time and Materials Delivery Orders 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 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

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

L-9 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 \times 40) \text{ 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-10 GOVERNMENT-FURNISHED PROPERTY

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

L-11 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-12 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

PART A - TECHNICAL PROPOSAL

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

(2) Required Copies: One original and 4 copies.

(3) 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:

RFP No. N00173-98-R- PL01
Closing Date:
(As specified in Block 9, RFP face page)
Naval Research Laboratory (NRL-SSC)
Attn: Code 3235
Stennis Space Center, MS 39529-5004

(4) The following information is required for evaluation of your technical proposal. Any additional information may be provided.

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

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

VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

a. Format

(1) This section specifies the format which offerors shall use in their proposals to

perform the requirement specified in this Request for Proposal(s) (RFP). The intent is to ensure a certain degree of uniformity in the format of the responses for evaluation purposes.

(2) Your technical/management proposal for each task should be prepared as separate or readily detachable part of the total proposal package. Specific cost or pricing cost details must be omitted from this part of the proposal.

(a) Proposal Summary: Offeror shall provide a concise statement, exclusive of cost information, of what is being proposed. The summary should be complete, stand on its own and given an understanding of the proposal to executive level reviewers reading only the summary.

(b) Experience:

(i) Personnel Qualifications: Identify by name the personnel you propose for each labor category necessary to perform the work required with a brief resume and discussion of past experience relevant to the proposed work. (This includes all consultants and subcontractors) Resumes should clearly show the education and academic training of the proposed personnel. A narrative relating to each resume should be provided to emphasize work experience directly related to each task in the SOW. Personnel qualifications listed in Attachment (1), SOW, are considered to be the minimum requirements by the Government and include the following:

*Knowledge/experience in support of the hardware/software listed in the Attachment (1), SOW.

*Knowledge/experience in MIS products:

Oracle RDBMS V7.3 and V8.0

Oracle PL/SQL

SQL*Forms V3.0

SQL*Menu V5.0

SQL*ReportWriter V1.1

SQL*Net V1.2, V2.0

Dynacomm Script language

Oracle DDE Manager

Oracle*Forms V4.5

Oracle*Reports V2.5

Designer/2000

Developer/2000 and Developer/2000 Server for the Web

Oracle Web Application Server V3.0

*Knowledge/experience in network and communication systems management

*Knowledge/experience in WindowsNT system management

*Knowledge/experience in UNIX system management

*Knowledge/experience in PC and office automation

(c) Management Approach: This section of the proposal shall be such as to enable evaluation team members to make a thorough evaluation and arrive at a sound determination as to whether the services offered meet the requirements of the Government. To this end, the proposal shall be sufficiently specific, detailed and complete as to demonstrate clearly and fully that the prospective offeror has a thorough understanding of the requirements for, and the problems inherent in, execution of the various tasks outlined in the SOW. It must be sufficient to show how it is proposed

to comply with the applicable specifications, including a full explanation of the techniques, disciplines and procedures proposed to be followed. Failure to submit all technical information required for the purpose of evaluation shall be reflected in the scoring of the proposal. Soundness of approach and understanding of requirements shall be evaluated.

(d) PAST PERFORMANCE INFORMATION

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

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

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

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

VOLUME II - COST PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

(1) The cost/price proposal shall be in Volume II and be completely separate from the technical and management proposal (Volume I).

L-13 MULTIPLE AWARDS

The Government may make multiple awards resulting from this solicitation.

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 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.

I. TECHNICAL/MANAGEMENT

(1) Personnel Qualifications

(a) Evaluation of personnel qualifications and experience will be conducted as they relate to RFP Attachment (1) , Statement of Work and Section L, for successful accomplishment of the RFP's SOW tasks.

(b) Personnel proposed that cannot meet the requirements of Section L will be eliminated from further consideration. This in turn will have a negative effect on the overall evaluation of Personnel Qualifications and Experience.

(2) Management Approach – The management approach evaluation will consider: (1) the offerors overall understanding of the purpose and objectives of the scope of the work by assignment of work of personnel, roles in accomplishing the project; (2) contractor's ability to identify delays, problem areas and delay contingency plans or alternative courses of action to accomplish the project; (3) ability for project monitoring and control; and (4) compliance with requirements as set forth in Attachment (1), Statement of work and Section L of the RFP.

(3) Past Performance – Past performance will be evaluated on the basis of quality of work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to 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).

II. COST

(1) ESTIMATED OVERALL COST TO THE GOVERNMENT

Total estimated overall cost to the Government.

(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.

STATEMENT OF WORK

1. SCOPE

The Naval Research Laboratory (NRL-SSC), Stennis Space Center, MS requires software and hardware engineering services. The scope of this effort encompasses the management, evaluation, procurement, system engineering, system integration, programming, maintenance, training and testing associated with all resources supported by the Oceanography Division Information System Office (ODISO). The engineering tasks to be performed require in-depth knowledge and experience with system integration for microcomputers and minicomputers which include office automation systems, communication equipment, operating systems, scientific software, and business management software currently maintained in the Division. The software engineering services will be provided for multiple NRL-SSC Offices, including both scientific and administrative offices.

2. REQUIREMENTS

The tasks to be performed under this statement are organized under a top-level work breakdown consisting of:

2.1. ENGINEERING MANAGEMENT, GENERAL COMPUTING RESOURCES

2.1.1. Division Computing Resources

The primary computing resources:

a. A mixed Ethernet/FDDI standard based on a dual counter-rotating, fiber-optic ring topology operating with a 100 Mhz data rate. This Local Area Network supporting TCP/IP, NetBEUI, IPX/SPX and OSI protocols, includes the following hardware:

- (1) a 10Base-5, 10Base-T and fiber cable plant;
- (2) Alantec multi-port bridge/router;
- (3) terminal servers supporting SLIP, PPP and TCP/IP protocols; and
- (4) bridged gateway to NRL broadband WAN (NICENET)

b. A heterogeneous scientific and administrative computing environment containing:

- (1) 30+ Sun UNIX workstations;
- (2) 50+ IBM-compatible PC workstations;
- (3) 2+ Apple workstations;
- (4) 10+ Silicon Graphics UNIX workstations; and
- (5) 2+ X Terminals

c. A SUN UltraSPARC, used as a database server and consisting of:

- (1) Sun Solaris 2.5;
- (2) Dual 167-MHz UltraSPARC CPU; and
- (3) Magnetic and optical disk and tape peripherals.

- d. A Windows NT Minicomputer used as a network server and consisting of:
 - (1) Micron WindowsNT Server 4.0;
 - (2) Dual 20-MHz Pentium Pro CPU; and
 - (3) 70GB disk capacity, RAID Level 5.

- e. Major software products supported on these systems include:
 - (1) Various NFS network operating systems;
 - (2) UNIX operating systems: SunOS, IRIX, Solaris;
 - (3) X Windows;
 - (4) MS Windows 3.11, Windows95 and WindowsNT;
 - (5) MS DOS;
 - (6) Apple System 7 and 8;
 - (7) Microsoft Office;
 - (8) Microsoft Exchange Server;
 - (9) Intersolve Q & E;
 - (10) Dynacomm Elite;
 - (11) WordPerfect;
 - (12) TEX;
 - (13) Various UNIX SMTP email systems;
 - (14) Various calendaring and scheduling systems; and
 - (15) Various DEC VT terminal emulators.

- f. ORACLE-based Management Information System using:
 - (1) ORACLE relational database version 7.3 and 8.0;
 - (2) PL/SQL Version 2.3 and 8.0;
 - (3) SQL*Forms version 3.0;
 - (4) SQL*Menu version 5.0;
 - (5) SQL*ReportWriter version 1.12;
 - (6) Oracle Forms version 4.5;
 - (7) Oracle Reports version 2.5;
 - (8) Oracle Designer/2000;
 - (9) Oracle Developer/2000 and D/2000 Server; and
 - (10) Oracle Web Application Server version 3.0.

2.2. ENGINEERING MANAGEMENT

The Contractor shall perform the technical management of the hardware/software listing in Section C.2.1.1.. Major activities and tasks include:

- a. Administer Engineering Management directives.
- b. Maximize reliability, maintainability and availability of the hardware and associated peripherals.
- c. Interface with NRL Information Systems Security and implement all required computer security procedures.

- d. Provide technical support and training for users.
- e. Provide performance monitoring and tuning on all hardware and software systems.
- f. Install hardware and software upgrades to the systems.
- g. Perform system software modifications.
- h. Maintain the computer configuration management system and database including hardware component lists, modifications, upgrades and maintenance histories.
- i. Coordinate effectively with hardware and software vendor representatives in troubleshooting any resource affecting computing.

2.3. HELP DESK OPERATION

The Contractor shall maintain a help desk operation. The Help Desk shall receive requests via electronic mail, a telephone "hot line" or a personal visit. The Contractor shall be responsible for responding to user requests including prioritizing, tracking, reporting and analyzing requests.

2.4. ENGINEERING SERVICES FOR OFFICE AUTOMATION RESOURCES

The Division operates a distributed, network Office Automated (OA) System supporting word processing and document management, electronic mail, calendaring and scheduling, spreadsheet applications, and DDE- and ODBC-based client server data links. The OA system is a dual-hosted, TCP/IP LAN system with the primary hosts being Sun UltraSPARC and Micro PC.

2.5. ENGINEERING SERVICES FOR SYSTEM HARDWARE AND SOFTWARE

The Contractor shall perform the system management of the WindowsNT Server and Sun UltraSPARC including the Sun/Solaris operating system, NT network software and ORACLE RDBMS and tools. The Contractor shall also perform daily system backups and implement proper disaster-recovery procedures. The Contractor shall provide the installation, upgrades and configuration of network software for WindowsNT, Windows95, Windows 3.11, MS-DOS PCs, and Sun Workstations. The Contractor shall perform the necessary system configuration monitoring and tuning to optimize system performance and response. The Contractor shall coordinate scheduled and emergency maintenance with third party maintenance vendors.

2.6. NETWORK APPLICATIONS ENGINEERING

A Microsoft Office environment and WordPerfect word processing shall be supported. The Contractor shall perform the installation and upgrades of the associated font libraries and laser printer drivers. Microsoft Exchange-based email solution is currently being implemented. The Contractor shall be responsible for system-wide management of email software. The Contractor shall also provide technical assistance and training in the use of all network resources.

2.7. SOFTWARE ENGINEERING FOR MANAGEMENT INFORMATION SYSTEMS

The Contractor shall perform the software engineering of a comprehensive Management Information System based upon the existing Oceanography Division Management Information System (OCEANMIS) and extensions thereof.

The OCEANMIS was developed using the Oracle Relational Database Management System (RDBMS), Oracle SQL*Forms3.0, SQL*ReportWriter, SQL*Menu, Developer/2000 for Solaris, Developer/2000 for Windows95/NT, SQL*Net, Dynacomm Script Language, and DDE Manager. The Contractor shall be responsible for the entire systems development life cycle using the Oracle RDBMS, Developer/2000, and Designer/2000 in order to maintain existing applications and develop specified extensions.

2.8. SYSTEM DESCRIPTION

The OCEANMIS consists of seven major subsystems described below. Each subsystem description consists of two sections: current system features and new development efforts.

For all subsystems, a set of standard reports shall be made available to users. The reports shall be viewed interactively on display screens, printed, or stored in data files for future examination. Data access shall be determined by various security levels. A facility shall be available to generate user-customized reports.

2.8.1. Job Cost Information Subsystem

The Job Cost Information Subsystem (JCIS) is the core subsystem of the OCEANMIS. It is responsible for general ledger activities and job cost accounting.

a. Current system features requirements:

- (1) Maintain general journals to enter and track labor, procurement, travel, training, miscellaneous, distribution and transfer costs.
- (2) Maintain a general ledger to accumulate and report costs by both expense type and job order number.
- (3) Maintain personnel data including locator, education, physical, safety, and salary information.
- (4) Maintain job order data including sponsor and principal investigator information.

b. Development feature requirements:

- (1) Track costs by project which could include various job order numbers.
- (2) Track costs by expense element subcategories.
- (3) Track overtime hours authorized versus worked.
- (4) Provide a "prior-year" storage and reconciliation module to manage unexpended balance issues.

2.8.2. Comptroller Data Interface Subsystem

The Comptroller Data Interface Subsystem (CDIS) manages the comparison of the Division job cost financial data against financial data maintained by NRL comptroller.

a. Current system feature requirements:

(1) Produce reports that identify discrepancies between the OCEANMIS and official NRL financial reports.

(2) Share information with the Job Cost Information System, such as procurement status, TID labor costs, and cumulative job order costs.

b. Development feature requirements:

(1) Maintain on-line storage of all the bi-weekly official NRL financial reports, including monitoring email distribution and printing capabilities at various security levels.

2.8.3. Budget Management Subsystem

The Budget Management Subsystem (BMS) provides a method for budgeting for costs tracked in the JCIS and CDIS. The BMS is used for developing budgets at the beginning of the fiscal year, tracking expenditures against budgets and projecting spending throughout the year.

a. Current system feature requirements:

(1) Maintain storage of all of the following types of budget information: job orders, labor, travel, materials, and supplies, miscellaneous expenses, and out-of-division expenses. Budgeted costs shall be maintained by cost element, sub cost element and job order.

(2) Allow the selective viewing of final budget information, both in report form and interactively on display screens. Various security levels are maintained.

(3) Produce cost status and year-end projection reports detailing budget verses actual cost for each job order.

b. Development feature requirements:

(1) Ability to track employee labor hours budgeted versus actual.

(2) Budget and report by project and/or Work Breakdown Structure (WBS).

2.8.4. Contracts Tracking Subsystem

The Contracts Tracking Subsystem (CTS) allows the monitoring of all contracts from RFP through stages of award, modification, funding, invoicing, and liquidation.

a. Current system feature requirements:

(1) Maintain on-line storage of all of the following types of contract related information: deliverables, government furnished equipment, government approved items, action items, budgets, burn amounts, funding, value, modifications, accruals and invoices.

(2) Share contract obligation, invoice and burn rate information with JCIS and CDIS.

b. Development feature requirements:

(1) Feature to track contract costs and funding by project and/or WBS.

(2) Modify existing contractor capabilities to track historical employment and badging information.

2.8.5. DCPS Labor Transfer Subsystem

The Division is required to enter bi-weekly time and attendance information in the Defense Civilian Payroll System (DCPS). This information is transferred from the JCIS via FutureSoft Dynacomm scripting and Oracle DDE Manager.

a. Current System requirements:

(1) Provide for daily in/out time entry and job order assignment for employee timecards.

(2) Provide a transfer capability from timecard to DCPS.

(3) Provide a transfer capability from timecard to JCIS labor.

b. Development feature requirements:

(1) Provide corrected time card capability to facilitate labor audit.

2.8.6. Library Publications Subsystem (LTS)

The Division maintains a database of publication information. This database tracks all publications and presentations credited to scientific personnel.

a. Current system requirements:

(1) Electronic creation and document management of Presentation Release Forms.

(2) Report publication credits by author, branch, and type.

b. Development feature requirements:

(1) Electronic creation and management of Publication Approval form.

2.8.7. Inventory/ADP Resources Management Subsystem

The Inventory/ADP Resources Management (IMS) provides the Division with a method of identifying and tracking inventory through all stages of procurement, custody, maintenance, and disposal.

a. Current system features requirements:

(1) On-line storage of inventory information for both ADP and non-ADP equipment.

(2) Maintain information about software: licenses, maintenance, installation and version.

(3) Duplicate data stored in the NRL Asset Management System for independent verification.

(4) Provide capability to monitor Government Furnished Equipment while assigned to a contractor.

b. Development feature requirements:

(1) Utilize computer automated facilities management (CAFM) techniques to map graphical floor plan representations to inventory information.

2.9. NEW SUBSYSTEM ENGINEERING

2.9.1. New Development Efforts

a. Conversion to Client-Server Developer/2000

A development effort required is the conversion of the existing subsystems, (JCIS, LTS, BMS, CTS, CDIS), to Oracle's GUI client-server Developer/2000 tools. This shall require using Designer/2000 and Developer/2000 to facilitate the conversion from SQL*Forms 3.0 and SQL*Menu 5.0 to Forms 4.5 and SQL*ReportWriter 1.1 to Reports 2.5 in native MS Windows, Macintosh, and X-Windows environments. The development and deployment of these tools shall be required.

b. Web-distributed Forms and Reports

Another development effort requires GUI applications developed to be distributed to the World Wide Web. This shall require significant security and administration issues to be deployed.

2.9.2. Database Administration

The Contractor shall perform software installation and version upgrades to clients and servers (both UNIX, Windows95 and WindowsNT), performance tuning, user account maintenance and security, storage management, database backups and disaster recovery, and application-specific administration.

2.9.3. Software Engineering for Directorate MIS

The ODISO provides MIS software engineering for several codes within NRL. Support is provided through the development of a generic Divisional Management Information System (DMIS). The DMIS is maintained by porting OCEANMIS code to Sun UNIX machines across the network. As OCEANMIS revisions are performed for the Division, these revisions are propagated outward to the other DMIS divisions at NRL. For each of the divisions, database administration, development, configuration management and help desk activities are performed.

2.10. Sharing MIS Design Across Divisions

Database designs developed as a result of this effort shall be shared across NRL Divisions which are engaged in similar efforts and are utilizing compatible software products for administrative management.

2.11. Technology Planning

The Contractor shall perform the necessary surveys, evaluation, and selection of hardware and software products required by the Division. Consideration shall be given to maintaining continuity and compatibility of these products where tasks to be performed are interrelated or interdependent.

3. Personnel Requirements

The following paragraphs list the minimum personnel qualifications for each labor category of this solicitation:

a. The Senior Information Systems Developer shall be responsible for: (1) project management and technical leadership; (2) systems analysis, design, software development, MIS-related hardware and software installation and configuration; and (3) data administration in the Sun Solaris environment. This position requires: (1) a BS degree in MIS, Business/Accounting, or Computer Science with eight (8) years of experience in computerized accounting systems; (2) four years of experience with Oracle RDBMS development with knowledge in UNIX systems administration as well as Oracle V7 and V8 database administration in a client/server environment; and (3) be familiar or have knowledge of Navy Working Capital Fund (NWCF) accounting practices and procedures.

b. The Information Systems Developer shall be responsible: (1) MIS system programming in the Oracle RDBMS environment; (2) provide support to senior developer in the area of physical database design, user interface development, application implementation and testing, client/server computing; and (3) maintenance of existing MIS applications. This position requires: (1) BS degree in Management Information Systems, Computer Science or equivalent; (2) two years experience in software systems development; and (3) be capable of designing, coding testing and maintaining MIS applications in Oracle V7 and Developer/2000 environment.

c. The Senior System Engineer shall be responsible: (1) overall operations of communications, general computing, scientific computing, office automation resources; and (2) experience with WindowsNT server administration, Windows95 administration, network analysis, management and troubleshooting, office automation management and Oracle client/server configuration management. This position requires: (1) BS degree in Computer Science, Computer Engineering, Electronic Engineering or equivalent with five years experience with client/server workstations, networking and systems management; and (2) knowledge of PC-based word processing, terminal emulation, spreadsheet, and presentation graphic software.

d. The System Engineer shall be responsible: (1) to provide support to senior system engineers in the areas of communications, general computing, scientific computing and office automation resources; and (2) experience with WindowsNT, Windows95, network analysis, management, and troubleshooting, office automation management and Oracle client/server configuration management. This position requires: (1) BS degree in Computer Science, Computer Engineering, Electronic Engineering or equivalent with two years experience with client/server

workstations, networking and system management; and (2) knowledge of PC-based word processing, terminal emulation, spreadsheet and presentation graphic software.

4. SPECIAL CONSIDERATIONS

a. Security Classification: Secret

b. Government Furnished Equipment/Materials/Supplies/Data:

(1) NRL will provide work space and all furnishings and equipment required for the performance of this contract and provide the required computer and communications systems access.

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. 0002				B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM / ITEM				E. CONTRACT / PR NO. N00173-98-R-PL01		F. CONTRACTOR			
1. DATA ITEM NO. A001		2. TITLE OF DATA ITEM MONTHLY COST/PERFORMANCE REPORT				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE CLIN 0002		6. REQUIRING OFFICE			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY MTHLY		12. DATE OF FIRST SUBMISSION *		14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE *		13. DATE OF SUBSEQUENT SUBMISSION *		a. ADDRESSEE		b. COPIES	
								Draft	
16. REMARKS SEE ENCLOSURE (1) FOR REPORTING REQUIREMENTS *MONTHLY REPORTS DUE 10 CALENDAR DAYS AFTER FIRST OF EACH MONTH						COR (ENCL 1)		1	
						ACO		1	
						15. TOTAL →		2	
1. DATA ITEM NO. A002		2. TITLE OF DATA ITEM MANUFACTURER MANUALS/WARRANTY				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE CLIN 0002		6. REQUIRING OFFICE			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY *		12. DATE OF FIRST SUBMISSION *		14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE *		13. DATE OF SUBSEQUENT SUBMISSION *		a. ADDRESSEE		b. COPIES	
								Draft	
16. REMARKS MANUFACTURER MANUALS AND SPECIFICATION SHEETS ON ALLNEW EQUIPMENT INSTALLED. WARRANTY DOCUMENTATION SHALL BE PROVIDED FOR ALL NEW EQUIPMENT.						COR		1	
						15. TOTAL →		1	
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM SOFTWARE, OBJECT/SOURCE CODE &				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE CLIN 0002		6. REQUIRING OFFICE			
7. DD 250 REQ DD		9. DIST STATEMENT REQUIRED		10. FREQUENCY *		12. DATE OF FIRST SUBMISSION *		14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE *		13. DATE OF SUBSEQUENT SUBMISSION *		a. ADDRESSEE		b. COPIES	
								Draft	
16. REMARKS ALL COPIES OF ENGINEERING DRAWINGS, FIRMWARE, COMPUTER PROGRAMS, SOURCE/OBJECT CODES, DRAFT AND FINAL USER DOCUMENTATION DELIVERED IN COMPATIBLE FORMAT.						COR		1	
						ACO(LTR ONLY)		1	
						15. TOTAL →		2	
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM OTHER DELIVERABLES				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE CLIN 0002		6. REQUIRING OFFICE			
7. DD 250 REQ LT		9. DIST STATEMENT REQUIRED		10. FREQUENCY *		12. DATE OF FIRST SUBMISSION *		14. DISTRIBUTION	
8. APP CODE		11. AS OF DATE *		13. DATE OF SUBSEQUENT SUBMISSION *		a. ADDRESSEE		b. COPIES	
								Draft	
16. REMARKS OTHER DELIVERABLES AS REQUIRED BY INDIVIDUAL DELIVERY ORDERS						COR		1	
						ACO (LTR ONLY)		1	
						15. TOTAL →		2	
G. PREPARED BY P. LEWIS				H. DATE JAN 98		I. APPROVED BY		J. DATE	

17. PRICE GROUP
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CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO. 0002		B. EXHIBIT A		C. CATEGORY: TDP _____ TM- _____ OTHER _____																																																								
D. SYSTEM / ITEM			E. CONTRACT / PR NO. N00173-98-R-PL01		F. CONTRACTOR																																																							
1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM MONTHLY HELP DESK REPORTS			3. SUBTITLE																																																								
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE CLIN 0002		6. REQUIRING OFFICE																																																							
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16. REMARKS SEE ENCLOSURE (2) FOR INSTRUCTIONS A FINAL REPORT IS DEFINED AS A SCIENTIFIC OR TECHNICAL REPORT WHICH SUMMARIZES ALL WORK ACCOMPLISHED UNDER THE CONTRACT. REPRINTS OF PUBLISHED ARTICLES MAY BE ACCEPTED AS TECHNICAL REPORTS WITH THE CONCURRENCE OF THE COR. *DD250 REQUIRED ONLY FOR ACCEPTANCE.					<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th rowspan="2">a. ADDRESSEE</th> <th colspan="3">b. COPIES</th> </tr> <tr> <th>Draft</th> <th>Reg</th> <th>Repre</th> </tr> <tr> <td>COR</td> <td></td> <td>1</td> <td></td> </tr> <tr> <td>ACO</td> <td></td> <td>1</td> <td></td> </tr> <tr><td> </td><td></td><td></td><td></td></tr> <tr> <td>15. TOTAL</td> <td style="text-align: right;">→</td> <td>2</td> <td></td> </tr> </table>	a. ADDRESSEE	b. COPIES			Draft	Reg	Repre	COR		1		ACO		1																																						15. TOTAL	→	2	
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ENCLOSURE NUMBER (1) TO DD FORM 1423 (EXHIBIT B)
CONTRACT DATA REQUIREMENTS LIST
INSTRUCTIONS FOR REPORT DISTRIBUTION

DEFINITIONS

Final Technical Report - A final technical report is issued at the completion of the contract and will include (1) a summary of all work accomplished, with references to appropriate technical reports which provide details, (2) an index of all technical reports, and (3) an index of all publications.

Annual Letter Report - A summary report, covering all scientific progress of the year.

Monthly Report/Progress Report - Non-technical, administrative report setting forth current progress, predictions and plans for reporting period.

Reprints of published articles may be accepted as technical reports with the concurrence of the Scientific Officer.

MINIMUM DISTRIBUTION

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

Addressee	Code	DODAAD Unlimited	NUMBER OF COPIES	
			Unclassified/Unclassified/Limited and Classified	
Contract Technical Manager	N68462	1	1	
Director, Naval Research Laboratory, ATTN: Code 5227 Washington, DC 20375	N00173	1	1	
Naval Research Laboratory ATTN: Code 7035.3L, NRL,SSC 39529-5004 (NRL-SSC Code 7035.3L will provide the required number of copies to Defense Technical Information Center (DTIC))	N68462	7	7	

If the Scientific Officer directs, the Contractor shall make additional distribution of technical reports in accordance with a supplemental distribution list provided by the Scientific Officer. The supplemental distribution list shall not exceed 250 addressees.

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

Addressee	DODAAD Code	NUMBER OF COPIES	
		Unclassified/Unclassified/Limited Unlimited	and Classified
Contract Technical Manager	N68462	1	1

ENCLOSURE NUMBER (2) TO DD FORM 1423 (EXHIBIT B)
CONTRACT DATA REQUIREMENTS LIST

A. INSTRUCTIONS FOR MONTHLY COST AND PERFORMANCE REPORTING REQUIREMENTS

This report shall specify:

1. Contract Number
2. Reporting Period Covered by Report
3. Total Amount Funded for Contract
4. Total Amount Invoiced to Date*
5. Total Amount Invoiced for this Reporting Period*
6. Estimated Cost to complete - with explanation if more than 3
7. Schedule Status - indicate if efforts are on schedule, or if not, indicate reason(s) for delay and how it affects final delivery
8. Contractor hours expended on NRL property. This portion of the report shall include the following information; (a) employee name; (b) number of hours worked; and (c) specific contract task involved for each employee.
9. Technical Progress - brief narrative indicating technical progress made, significant accomplishments or meetings attended and/or participated
10. Briefs/Reports generated
11. Travel activity
12. Plans for next month
13. Technical problem areas and potential solutions.

*This shall also include a breakdown by ACRN's prorated in proportion to the unliquidated balance.

**DEPARTMENT OF DEFENSE
CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)

1. CLEARANCE AND SAFEGUARDING

a. FACILITY CLEARANCE REQUIRED
SECRET

b. LEVEL OF SAFEGUARDING REQUIRED

SECRET

2. THIS SPECIFICATION IS FOR: *(X and complete as applicable)*

a. PRIME CONTRACT NUMBER

b. SUBCONTRACT NUMBER

c. SOLICITATION OR OTHER NUMBER
X N00173-98-R-PL01

Due Date (YYMMDD)

3. THIS SPECIFICATION IS: *(X and complete as applicable)*

X a. ORIGINAL *(Complete date in all cases)* Date (YYMMDD)
980115

b. REVISED *(Supersedes all previous specs)* Revision No. Date (YYMMDD)

c. FINAL *(Complete Item 5 in all cases)* Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT? YES 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 254? YES 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 Entry (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE
FOR RFP PURPOSES ONLY - NOT VALID FOR ACTUAL CONTRACT AWARD

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE
N/A

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
N/A

8. ACTUAL PERFORMANCE

a. LOCATION
N/A

b. CAGE CODE

c. COGNIZANT SECURITY OFFICE *(Name, Address, and Zip Code)*
N/A

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Software engineering and hardware systems support services, to include the management, evaluation, procurement, system engineering, maintenance, training and testing associated with all computer resources.

10. THIS CONTRACT WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a.	COMMUNICATIONS SECURITY (COMSEC) INFORMATION		<input checked="" type="checkbox"/>	a.	HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	
b.	RESTRICTED DATA		<input checked="" type="checkbox"/>	b.	RECEIVE CLASSIFIED DOCUMENTS ONLY		<input checked="" type="checkbox"/>
c.	CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		<input checked="" type="checkbox"/>	c.	RECEIVE AND GENERATE CLASSIFIED MATERIAL		<input checked="" type="checkbox"/>
d.	FORMERLY RESTRICTED DATA		<input checked="" type="checkbox"/>	d.	FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		<input checked="" type="checkbox"/>
e.	INTELLIGENCE INFORMATION:			e.	PERFORM SERVICES ONLY		<input checked="" type="checkbox"/>
	(1) Sensitive Compartmented Information (SCI)		<input checked="" type="checkbox"/>	f.	HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		<input checked="" type="checkbox"/>
	(2) Non-SCI		<input checked="" type="checkbox"/>	g.	BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		<input checked="" type="checkbox"/>
f.	SPECIAL ACCESS INFORMATION		<input checked="" type="checkbox"/>	h.	REQUIRE A COMSEC ACCOUNT		<input checked="" type="checkbox"/>
g.	NATO INFORMATION		<input checked="" type="checkbox"/>	i.	HAVE TEMPEST REQUIREMENTS		<input checked="" type="checkbox"/>
h.	FOREIGN GOVERNMENT INFORMATION		<input checked="" type="checkbox"/>	j.	HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		<input checked="" type="checkbox"/>
i.	LIMITED DISSEMINATION INFORMATION		<input checked="" type="checkbox"/>	k.	BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		<input checked="" type="checkbox"/>
j.	FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>		l.	OTHER <i>(Specify)</i>		
k.	OTHER <i>(Specify)</i>						

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, Stennis Space Center, Bay St. Louis, MS 39529-5004, Code 7031

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

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

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

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (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.)

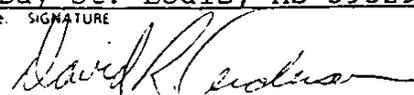
Yes No

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 David R. Anderson	b. TITLE Contracting Officer, Security	c. TELEPHONE (Include Area Code) 228-688-4049
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d. ADDRESS (Include Zip Code) Naval Research Laboratory Stennis Space Center (7031) Bay St. Louis, MS 39529-5004	e. SIGNATURE 	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input checked="" type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY 7031, 1221, 7183, 7102
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