

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

1. SOLICITATION NUMBER

2. (X one)

N00173-98-R-SE05

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

4. ITEMS TO BE PURCHASED (Brief description)

RESEARCH AND DEVELOPMENT SERVICES

5. PROCUREMENT INFORMATION (X and complete as applicable)

a. THIS PROCUREMENT IS UNRESTRICTED

b. THIS PROCUREMENT IS A _____ % SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)

(1) Small Business

(2) Labor Surplus Area Concerns

(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

THE NAVAL RESEARCH LABORATORY CONTRACTING DIVISION ISSUES SOLICITATIONS AND AMENDMENTS TO SOLICITATIONS ELECTRONICALLY VIA THE INTERNET AT THE FOLLOWING WEBSITE:

HTTP://HERON.NRL.NAVY.MIL/CONTRACTS/HOME.HTM.

ANY AMENDMENTS TO THIS SOLICITATION WILL BE POSTED AT THE WEBSITE. REFERENCED ABOVE. AMENDMENTS WILL NOT BE DISTRIBUTED BY ANY OTHER MEANS. IT IS THE RESPONSIBILITY OF POTENTIAL OFFERORS TO PERIODICALLY REVIEW THE WEBSITE FOR AMENDMENTS TO THIS SOLICITATION.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

Sogard, Eric J.

b. ADDRESS (Include Zip Code)

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

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO

COLLECT CALLS) (228) 688-5980

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

DD FORM 1707 REVERSE, MAR 90

FOLD

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**FROM CONTRACTING OFFICER
CODE 3235.SE
NAVAL RESEARCH LAB-SSC
STENNIS SPACE CTR, MS 39529**

**AFFIX
STAMP
HERE**

SOLICITATION NUMBER N00173-98-R-SE05	
DATE (YYMMDD) 1999 FEB 01	LOCAL TIME 3:30 PM

**TO PROCURING CONTRACTING OFFICE
NAVAL RESEARCH LABORATORY
CODE 3235.SE BLDG 1100 RM 107
STENNIS SPACE CENTER, MS 39529-5004**

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 33 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-98-R-SE05	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 29 DEC 1998	6. REQUISITION/PURCHASE NO.
7. ISSUED BY PROCURING CONTRACTING OFFICE NAVAL RESEARCH LABORATORY (NRL-SSC) CODE 3235 DEPARTMENT OF THE NAVY 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 SEE L11 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, RM 107 STENNIS SPACE CTR until 3:30 local time 01 FEB 1999
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section I, 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 Eric J. Sogard	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (228) 688-5980
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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)	
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

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

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

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423) and Attachment (1)	* NSP	* NSP	* NSP

OPTION ONE (YEAR TWO)

0003	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0004	Data in accordance with Exhibit A (DD 1423) and Attachment (1)	* NSP	* NSP	* NSP

OPTION TWO (YEAR THREE)

0005	The Contractor shall provide the necessary personnel, equipment and facilities to accomplish the work as described in Section C.	\$	\$	\$
0006	Data in accordance with Exhibit A (DD 1423) and Attachment (1)	* NSP	* NSP	* NSP

OPTION THREE (YEAR FOUR)

0007	The Contractor shall provide \$ the necessary personnel, equipment and facilities to accomplish the work as described in Section C.		\$	\$
0008	Data in accordance with Exhibit A (DD 1423) and Attachment (1)	* NSP	* NSP	* NSP

OPTION FOUR (YEAR FIVE)

0009	The Contractor shall provide \$ the necessary personnel, equipment and facilities to accomplish the work as described in Section C.		\$	\$
0010	Data in accordance with Exhibit A (DD 1423) and Attachment (1)	* NSP	* NSP	* NSP
TOTAL EST. COST PLUS FIXED FEE			\$	\$

* Not Separately Priced

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

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

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

SECTION D
PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

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

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

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

DFARS CLAUSE TITLE

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

E-2 INSPECTION AND ACCEPTANCE

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

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

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

F-2 PERIOD AND PLACE OF PERFORMANCE

(a) The term of this contract is from the date of contract award through twelve (12) months. The period of performance for each option, if exercised, shall be for a period of twelve (12) months.

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

(* 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-Eric J. Sogard, E-mail esogard@nrlssc.navy.mil, Code 3235, (228) 688-5980, DSN 485-5980, or Telecopier (228)688-6055
Security Matters- Mr. Charles Rogers, Code 1221, (202) 767-2240, DSN 297-2240
Safety Matters- Mr. Kirk J. King, Code 1240, (202) 767-2232, DSN 297 2232
Patent Matters- Mr. Thomas McDonnell, Code 3008.2, (202) 767-3427, DSN 297-3427
Release of Data- Mr. Richard L. Thompson, Code 1230 (202) 767-2541, DSN 297-2541

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

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

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR 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 TECHNICAL DIRECTION MEMORANDUM (TDM)

- (a) For the purposes of this clause, technical direction includes the following:
- (1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise describes work which will accomplish the objectives described in the statement of work;
 - (2) Guidelines to the Contractor which assist in interpretation of drawings, specifications or technical portions of work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions may not be used to:
- (1) Assign additional work under the contract;
 - (2) Direct a change as defined in the contract clause entitled "Changes";
 - (3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or
 - (4) Change any of the terms, conditions or specifications of the contract
- (c) The TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in e. Below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
 - (2) Contract Number,
 - (3) Reference to the relevant portion or item in the Statement of Work,
 - (4) The specific technical direction or clarification, and
 - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.
- (g) The only individual authorized in any way to amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

G-4 CONTRACTOR-ACQUIRED PROPERTY

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

Items to be Acquired

Estimated Cost

(To be filled in at time of award)

(b) This authorization does not constitute any consent required pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2). Advance notification or requests for consent pursuant to that clause shall be directed to the administrative contracting officer (ACO).

(c) Pursuant to the contract clause entitled "Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)" (FAR 52.245-5), title to the property shall vest in the Government.

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

G-5 SUBCONTRACTORS/CONSULTANTS

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

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

Subcontractor/Consultant Name

Estimated Cost

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

G-6 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be filled in at time of award)

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

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

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

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

(e) A DD Form 250, "Material Inspection and Receiving Report",
** is required with each invoice submittal.
X is required only with the final invoice.
** is not required.

(f) A Certificate of Performance

** shall be provided with each invoice submittal.

X is not required.

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

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

G-7 INCREMENTAL FUNDING

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

(* To be filled in at time of award)

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

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

(a) ACRNs cited on the contractor's invoice.

(b) On a proportional basis from any ACRNs assigned to funds which will cancel at the end of the current fiscal year.

(c) The ACRN assigned to the following line of accounting:

97X4930.NH4A 000 77777 0 000173 2F 000000 N00173Z45000.

(d) If funds appropriated in more than one fiscal year are allotted to the contract, the ACRN assigned to the oldest allotment of funds.

(e) On a proportional basis from all ACRNs assigned to allotments of funds appropriated in a single fiscal year.

G-9 ACCOUNTING AND APPROPRIATION DATA

(To be filled in at time of award)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.
The following are identified as key personnel:

(To be filled in at time of award)

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

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 13,440 total hours of direct labor for the base year and 13,440 total hours of direct labor for each of the option years, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 1,120 hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

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

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

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

(f) If the total level of effort specified in paragraph (a) above is not provided by the

Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

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

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

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

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

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

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

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

<u>Labor Category</u>	<u>Hours</u>
Project Manager	1920
Project Engineer	1920
Senior Engineer	1920
ELINT Analyst	1920
Test Engineer	1920
Senior Electronics Technician	1920
Software Engineer	1920

H-4 ONR 5252.235-9714 - REPORT PREPARATION (FEB 97)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-1995, "Scientific and Technical Reports: Elements, Organization, and Design. "[NOTE: ANSI Z39.18 may be obtained from NISO Press Fulfillment Center, P. O. Box 338, Oxon Hill, MD. 20750-0338.Telephone 1-800-282-6476]

H-5 OPTION TO EXTEND TERM

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

H-6 ON-SITE USE OF GOVERNMENT PROPERTY

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

H-7 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT), as defined at FAR 2.101, that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

H-8 REPRESENTATIONS AND CERTIFICATIONS

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

**PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES**

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

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

<http://www.arnet.gov/far>

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

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE	TITLE
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52-203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (AUG 1996)
52.215-8	- Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	- 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) (<i>will be included if the successful offeror does not propose facilities capital</i>

- cost of money)*
- 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)
 - 52.216-7 - Allowable Cost And Payment (APR 1998)
 - 52.216-8 - Fixed-Fee (MAR 1997)
 - 52.219-8 - Utilization Of Small, Small Disadvantaged And Women-Owned Small Business Concerns (JUN 1997)
 - 52.219-9 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (AUG 1998) - Alternate II (MAR 1996)
 - 52.219-16 - Liquidated Damages-Subcontracting Plan (AUG 1998)
 - 52.219-23 - Notice of Price Evaluation Adjustment For Small Disadvantaged Business Concerns (OCT 1998) Alternate I (OCT 1998)Offers will be evaluated by adding a factor of 10 % _____ Offeror elects to waive the adjustment.
 - 52.222-1 - Notice To The Government Of Labor Disputes (FEB 1997)
 - 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed _"0" _
 - 52.222-3 - Convict Labor (AUG 1996)
 - 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
 - 52.222-21 - Prohibition of Segregated Facilities (APR 1984) (DEVIATION)
 - 52.222-26 - Equal Opportunity (APR 1984)(DEVIATION)
 - 52.222-35 - Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
 - 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
 - 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
 - 52.223-2 - Clean Air And Water (APR 1984)
 - 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
 - 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
 - 52.223-6 - Drug-Free Workplace (JAN 1997)
 - 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
 - 52.225-11 - Restrictions On Certain Foreign Purchases (AUG 1998)
 - 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (SEP 1996)
 - 52.227-1 - Authorization And Consent (JUL 1995)- Alternate I (APR 1984)
 - 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
 - 52.227-10 - Filing of Patent Application- Classified Subject Matter (APR 1984)
 - 52.227-11 - Patent Rights - Retention By The Contractor (Short Form) (JUN 1997)
(will be included if the successful offeror is a small business or a non-profit organization)

- 52.227-12 - Patent Rights - Retention By The Contractor (Long Form) (JAN 1997)
(*will be included if the successful offeror is not a small business or a non-profit organization*)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (APR 1998)
- 52.230-5 - Cost Accounting Standards - Educational Institutions (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)
- 52.232-22 - Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not fully funded)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.233-1 - Disputes (OCT 1995)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984) fill in 30
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts for Commercial Items and Commercial Components (OCT 1998)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
- 52.245-9 - Use And Charges (APR 1984) (DEVIATION)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
- 52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
- 52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984)(fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2))

52.253-1 - Computer Generated Forms (JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Special Prohibition On Employment (JUN 1997)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (OCT 1998)
- 252.219-7003 - Small Business And Small Disadvantaged Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.219-7004 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997)
- 252.219-7005 - Incentive For Subcontracting With Small Businesses, Small Disadvantaged Businesses, Historically Black Colleges And Universities And Minority Institutions (OCT 1998) If the Contractor exceeds the small disadvantaged business, historically black college and university, minority institution goal of its subcontracting plan, at completion of contract performance, the Contractor will receive 1 percent of the excess.
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty Free Entry- Qualifying Country Supplies (End Products and Components) (MAR 1998)
- 252.225-7010 - Duty Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference For Certain Domestic Commodities (SEP 1997)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JUN 1998) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)

- 252.226-7000 - Notice Of Historically Black College Or University And Minority Institutions Set Aside (APR 1994)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995) -
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (Alternate I (JUN 1995))
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation - Alternate I (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7030 - Technical Data--Withholding Of Payment (OCT 1988)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (NOV 1995)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7000 - Advanced Payment Pool (DEC 1991)
- 252.232-7009 - Payment By Electronic Funds Transfer (CCR) (JUN 1998)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (MAY 1995)
- 252.242-7000 - Post Award Conference (DEC 1991)
- 252.242-7004 - Material Management And Accounting System (SEP 1996)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

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

(a) Definitions.

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

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

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

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

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

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

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

SECTION J

LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement Of Work – 3 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements And Enclosure (1) - Instructions For Distribution- 3 Pages
- J-2** Attachment (2) – Personnel Qualifications, 2 Pages
- J-3** Attachment (3) – DD 254, Contracts Security Classification Specification Form, 2 Pages

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

K-1 Representations, Certifications, and Other Statements of Offerors or Respondents

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with their proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (OCT 1998)

The fill in information is as follows:

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

The small business size standard is 500.

K-3 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING

The Offeror's CAGE Code is {fill-in}_____.

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.arnet.gov/far>

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

FAR CLAUSE	TITLE
52.204-6	- Data Universal Numbering System (DUNS) Number (APR 1998)
52.214-34	- Submission Of Offers In The English Language (APR 1991)
52.214-35	- Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	- Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-16	- Facilities Capital Cost Of Money (OCT 1997)
52.222-24	- Preaward On-Site Equal Opportunity Compliance Evaluation (APR 1984)(DEVIATION)
52.237-1	- Site Visit (APR 1984)
52.252-5	- Authorized Deviations in Provisions (APR 1984)

L-2 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

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

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

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below . (See Section L-13, Instructions for submission of Cost Proposals).

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

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

L-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 Person to be Furnished With Restrictions*	Basis for Assertion** Restrictions****	Asserted Rights Category***	Name of Asserting
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(LIST)*****.

(LIST)

(LIST)

(LIST)

- * For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- ** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- *** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- **** Corporation, individual, or other person, as appropriate.
- ***** Enter "none" when all data or software will be submitted without restrictions.

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

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

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

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

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

Solicitation No. N00173-98-R-SE05

Closing Date: (As specified in Block 9, RFP face page)

Attn: Code 3235

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

(4) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price. The Contractor shall propose labor hours in accordance with level of effort breakdown identified in Section H.3.

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

L-12

VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(a) Personnel Qualifications

The offeror shall provide evidence that it has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Work and Attachment (2). The offeror shall document the experience, education and other qualifications of all personnel proposed to accomplish the technical requirements. As a minimum, the offeror shall provide for each proposed individual (i) name of the proposed individual; (ii) proposed labor category, coinciding with labor categories listed in Section H.3.; (iii) resume, and (iv) status of current or ability to obtain a security clearance. Key personnel shall be identified as such.

(b) Past Performance

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

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

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

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.

(c) Management

The offeror shall provide a narrative description of the proposed management approach (including quality improvement initiatives) for accomplishing the tasks specified in the Statement of Work. The proposal should clearly demonstrate: (1) the corporate structure, the relationship between the organizations elements and their respective responsibilities that will participate in accomplishing the government's requirement. This includes: internal management communications; lines and the methods of maintaining close liaison with the COR; and methods both program and immediate work site supervision (2) any proposed subcontracts and extent of involvement in performance of this contract and a management plan detailing how each subcontractor will be integrated into the overall management approach to ensure contract objectives are satisfied (3) ability of management to respond to workload fluctuations in a timely manner (4) reporting systems available for monitoring qualitative and quantitative aspects of contract performance including financial monitoring and reporting (5) start-up plan to fully perform within 30 days of contract award.

The offeror shall also describe and document those resources which the firm will make available to this project, including, but not limited to, (a) financial resources, (b) research, development and production facilities and equipment and (c) any other technical or scientific resources offered to meet the Government's requirements as stated in Section C of this solicitation.

L-13**VOLUME II - COST PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(a) The offeror shall submit a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, other costs such as travel/consultants/subcontractors, G&A, facilities capital cost of money, fee and any other supporting costs. The offeror shall provide exhibits as necessary to substantiate the cost elements. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission.

(b) MATERIALS – FOR EVALUATION PURPOSES ONLY

The offeror shall include a “Material” estimate of \$100,000.00 per year for materials supplies and equipment to be procured in performance of this contract. This “Materials” estimate includes parts, components and supplies which are expected to be incorporated into end products or expended during performance and minor direct equipment expense.

(c) TRAVEL – FOR EVALUATION PURPOSES ONLY

The offeror shall include a “Travel” estimate of \$20,000.00 per year for travel and subsistence involved in performance of this effort.

L-14 MULTIPLE AWARDS

The Contracting Officer 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 to make award to other than the low offeror. Although technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become. The Government anticipates awarding a contract without discussions, but reserves the right to conduct discussions if it is determined by the Contracting Officer to be necessary. Discussions may be conducted following evaluations only with those offerors determined to have a reasonable chance of award.

M-2 EVALUATION

The contract will be awarded upon the basis of an affirmative determination that the offer received is acceptable technically, the offeror is responsible and that the price is fair and reasonable.

M-3 EVALUATION FACTORS FOR AWARD

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

M-3-1 TECHNICAL

a. PERSONNEL QUALIFICATIONS

The proposals will be evaluated on the offeror's demonstrated ability to provide personnel with (i) the appropriate qualifications set forth in Attachment (2), Personnel Qualifications; (ii) actual relevant experience in the scientific and technical areas set forth in Attachment (1) Statement of Work; (these are highly specialized fields and personnel without actual experience in these areas will not be considered acceptable), and (iii) the ability to obtain a SECRET clearance prior to commencing work.

b. PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

c. MANAGEMENT

The proposal will be evaluated on the offeror's demonstrated description of the proposed management approach (including quality improvement initiatives) for accomplishing the tasks specified in the Statement of Work. The proposal should clearly demonstrate: (1) the corporate structure, the relationship between the organizations elements and their respective responsibilities that will participate in accomplishing the government's requirement. This includes: internal management communications; lines and the methods of maintaining close liaison with the COR; and methods both program and immediate work site supervision (2) any proposed subcontracts and extent of involvement in performance of this contract and a management plan detailing how each subcontractor will be integrated into the overall management approach to ensure contract objectives are satisfied (3) ability of management to respond to workload fluctuations in a timely manner (4) reporting systems available for monitoring qualitative and quantitative aspects of contract performance including financial monitoring and reporting (5) start-up plan to fully perform within 30 days of contract award.

M-3-2 COST CATEGORY**(a) Cost To The Government**

Proposed estimated cost to the Government.

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

M-3-3 BUSINESS CATEGORY

- (a) Commitment to Small Business, Small Disadvantaged Business, Historically Black College and University and/or Minority Institution participation in performance of the contract.

Evaluation will be based on the extent to which such firms are specifically identified in proposals, the extent of their participation in terms of the value of the total acquisition, and the complexity and variety of the work such firms are to perform. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan should indicate the extent to which proposed subcontracts are with large businesses, small disadvantaged businesses or historically black colleges and universities/minority institutions.

M-4 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

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

STATEMENT OF WORK

1.0 INTRODUCTION

The Naval Research Laboratory (NRL) is involved in a wide range of technical activities that include basic research, advanced concepts development, promotion of innovative technology, design, fabrication and testing of complex systems (including hardware and software), and detailed analyses. More specific areas of interest include proof of concept design and fabrication, demonstration of innovative solutions for wide area remote sensing, surveillance of the world's oceans, and systems analysis.

2.0 SCOPE

The Contractor shall provide scientific analyses, engineering design and development, system design and development and hardware and software implementations of designs. The Contractor shall participate in the promotion of designs, systems and techniques with sponsors and potential sponsors. Design implementations include hardware procurement and fabrication, software products, incorporation of commercial off-the-shelf (COTS) or commercially procured components and subsystems when prudent, integration into existing systems, testing, interfacing and documentation. Documentation may include schematics, flow diagrams, test data, analyses, parts lists, specification sheets, source code, vendor information, operation manuals, concepts of operation and research of related systems and components in accordance with Exhibit A, DD 1423. Projects shall include research on remote sensing of the world's oceans, complex receiving and transmitting systems and systems architecture engineering needed for continued advancements in space, air and terrestrial systems and related technology development.

3.0 REQUIREMENTS

The Contractor shall perform work assignments and provide all necessary personnel and facilities to accomplish the work described below.

3.1 Task 1 – Data Analysis and Evaluation

The Contractor shall provide analysis and evaluation of electronic intelligence (ELINT) data. Specific duties shall include, but may not be limited to, analyses, evaluation, and documentation of experimental and operational data collected by previous and future research activities, manual extraction of ELINT data from collected data sets, statistical analysis of signal parameters, perform data fusion from multiple data sources, evaluate multi-source data for consistency, design new data evaluation methodologies, and implement and test these methodologies. Data analysis would typically include electronic surveillance measures (ESM)/radar correlation, ESM/ESM fusion, and emitter tracking.

STATEMENT OF WORK

3.2 Task 2 – Advanced Sensor Fusion and Prototyping

The Contractor shall conduct research and shall design, develop and perform efforts which include, but may not be limited to, providing proof of concept demonstrations for detecting, classifying and tracking hundreds of surface ships simultaneously through the use of multi-sensor fusion techniques.

3.3 Task 3 – Airborne System Development, Integration and Test

The Contractor shall provide design, fabrication, integration and testing of both hardware and software to exploit airborne ELINT techniques. This effort shall include, but may not be limited to the development of airborne equipment and systems, ground based and flight testing, installation and de-installation of equipment, data collection and evaluation/analysis, trouble shooting and repair/replacement of equipment or components. Equipment currently being used for this task include OE-319/320, Story Finder, Northrop Grumman Interferometer (IPDFS), Landmark, time difference of arrival (TDOA) systems, and the UYX-3. The airborne platforms involved may include EP-3, P-3, F/A-18, F-16, RPVs and small commercially available aircraft.

3.4 Task 4 – Data Collection, Test Support and Equipment Operation

The Contractor shall perform on-site data collection and experiment engineering functions to provide ELINT research data of commercial and other emitters. Experiments and exercises are to be conducted within and outside the CONUS with periods of up to eight or more weeks per test. In addition, an on going data collection/test-bed effort is currently conducted at NRL's Chesapeake Bay Detachment (CBD) field site. The Contractor shall provide data collection experiments and exercises at this location as well. Contractor activities shall provide efforts which include, but may not be limited to, experiment engineering, definition of resources, test requirements and goals, test site evaluations, collection site and equipment planning activities, arrangement of logistics with US and Foreign commands, equipment configuration and operation, data collection from land, sea and air platforms and documentation of experiment/exercise plans, collected data, equipment set up, specifications, procedures and sparing requirements.

3.5 Task 5 – Quick Reaction Capability (QRC) Feasibility Studies

The Contractor shall provide QRC feasibility analyses and studies in specific space technology research areas as well as areas related to the other tasks described in this document. The Contractor shall perform technical analyses, trade studies, risk analysis and shall document and present recommendations.

4.0 CONTRACT DELIVERABLES

The Contractor shall provide deliverables in accordance with Exhibit A, DD1423 Contracts Data Requirements List.

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. 0002,0004,0006,0008,0010				B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER _____			
D. SYSTEM / ITEM				E. CONTRACT / PR NO.		F. CONTRACTOR			
1. DATA ITEM NO. A003		2. TITLE OF DATA ITEM Study/Exercise Plans				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Para 4 of SOW		6. REQUIRING OFFICE COR (See Section G.2)			
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	Final
16. REMARKS Shall include details of the study or exercise, how it will be accomplished, personnel and equipment required and estimated time and cost. * As required, shall be in contractor's format as approved by the COR.						To be provided at time of award			
						15. TOTAL →			
1. DATA ITEM NO. A004		2. TITLE OF DATA ITEM Study/ Exercise/ Equipment Report				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)				5. CONTRACT REFERENCE Para. 4 of SOW		6. REQUIRING OFFICE COR (See Section G.2)			
7. DD 250 REQ DD250		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	Final
16. REMARKS Shall include technical summary of studies, exercises and experiments. * As required, shall be in contractor's format as approved by the COR.						To be provided at time of award			
						15. TOTAL →			
G. PREPARED BY NRL-SSC Code 3235				H. DATE		I. APPROVED BY		J. DATE	

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

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

DISTRIBUTION OF TECHNICAL REPORTS

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

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

DISTRIBUTION OF NON-TECHNICAL REPORTS

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

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

PERSONNEL QUALIFICATIONS

General Comments:

These general comments apply to all positions. Since the requirements of this contract are for a small group of individuals, extreme specialization in any one area is generally less desirable than a degree of flexibility in accomplishing the tasks and providing the appropriate deliverables. All positions may require some travel both CONUS and overseas. With the possible exception of the Operator, it is not anticipated that the travel would exceed more than three weeks at a time, with several additional short trips (2-4 days) per year. With the exception of the ELINT Analyst position, all positions require the individual to be in good health without physical handicap since the duties require getting into small spaces to install or repair equipment, lifting moderate weight (up to 35 lbs), working in and around aircraft and moving over rough terrain (depending on location). All positions will require the individuals to either already hold SCI clearances or be eligible for them.

Project Manager:

One project manager (PM) with a BS degree in Business, Mathematics, Physical Sciences, Engineering or equivalent from an accredited university and at least fifteen years experience in managing large technical projects. Demonstrated familiarity with ELINT, TRAP-related reports and associated systems is required. The PM shall be experienced with coordinating exercises among multiple organizations. The PM shall be able to assist in the promotion of these efforts with Sponsors and potential Sponsors. Contacts and working relationships at high DOD and DON levels is highly desired.

Project Engineer:

One full-time Project Engineer with at least ten years of demonstrable analytical and practical experience in electrical engineering topics including: systems engineering, project technical management, shore-based and aircraft based ELINT collection techniques and systems, installation of equipment on fleet aircraft and Shore-based locations, National systems, Chokepoint Monitoring System (CMS), Channel Collection System (CCS), interferometers, time difference of arrival (TDOA) systems, antennas, antenna positioners/rotators, RF (from DC to millimeter wave including transmitters and receivers, operation and familiarity of test equipment, design, development, fabrication, test and integration, and repair), circuit design (analog and digital), radar and documentation. Experience in optical, computer and acoustic systems is highly desirable. Management experience must be demonstrable to show the ability to manage a technical team's efforts.

ATTACHEMENT 2

Senior Engineer:

One full-time Senior Engineer with at least ten years of demonstrable analytical and practical experience in electrical engineering topics including: shore-based and aircraft based ELINT collection techniques and systems, installation of equipment on fleet aircraft and Shore-based locations, National systems, Chokepoint Monitoring System (CMS), Channel Collection System (CCS), interferometers, time difference of arrival (TDOA) systems, antennas, antenna positioners/rotators, RF (from DC to millimeter wave including transmitters and receivers, operation and familiarity of test equipment, design, development, fabrication, test and integration, and repair), circuit design (analog and digital), radar, documentation. Experience in optical, computer and acoustic systems is highly desirable. Specific experience with OE-319/320, TN-613, Story Finder, and Northrop Grumman Interferometer is highly desired.

ELINT Analysts:

One full time ELINT researcher/analysts with at least 5 years experience in data collection, processing analysis and equipment operation as it applies to ELINT systems. Experience is also required in the preparation and execution of test plans, reporting test results, and coordination with product users. Candidates must have field experience in performing site surveys, logistics support, setting up on site exercise requirements and perform on site training at organizations who will make organic resources available to the exercises conducted there.

Quick Reaction Capability (QRC) Feasibility Studies and Experiments

The specific categories of expertise and level of effort required is initially indeterminate; however, the personnel anticipated to be required can be drawn from the other tasks under this contract. For bid purposes, the contractor should assume that from zero to three people will need to be made available on four weeks notice to support ad hoc tasks that will be defined just prior to their assignment.

Test Engineer/Operator:

One full time electronic equipment operator. This individual does not need to be a degreed engineer, however, experience and familiarity with ELINT collection equipment is desired. The individual must show computer literacy, and the ability to work, at times, independently without direct supervision. This individual will also be required to assist engineers and technicians in the installation/maintenance of equipment, computer data base entries and maintenance. Since the operator's position requires the collection of data, some extended travel (2-3 months possible) may be required, including CONUS and overseas.

ATTACHEMENT 2

Senior Electronic Technician:

One full time senior electronic technician. This individual shall have a minimum of five years experience (more is desirable) as an electronic technician. This individual is required to be a "Jack of All Trades" in that they shall be able to demonstrate the ability to: read and understand schematics and fabricate circuit boards, interface units, RF cables, repair custom and commercial equipment, fabricate and install enclosures for equipment, document items under development, fabricate brackets/cable trays, set up equipment "vans", radar systems and antennas. This individual shall have the ability to use sophisticated test equipment including: spectrum analyzers, network analyzers, oscilloscopes (digital and analog), RF power meters, time domain reflectometers (TDRs), and less sophisticated test equipment such as multimeters, power supplies, and RF synthesizers. The individual shall be computer literate and be able to use spread sheets, data bases, basic CAD for circuit layouts, and documentation software including MS Office. This individual is not expected to be a "programmer" only a user of the software. However, the ability to set up automated tests is desirable. The individual is required to make "buy vs make" decisions and whether to design/fabricate in-house vs apply COTS (Commercial of the Shelf) technology.

Software Engineer/Computer Scientist:

One full time software engineer/computer scientist. This individual shall have a BS degree in Engineering, mathematics, computer science or equivalent from an accredited university and a minimum of five years experience in software development. The individual shall have demonstrable experience with UNIX based machines (TAC-4 desired), ORACLE relational databases, SQL language and C/C+/C++. The individual shall design, develop and create new code as well as maintain and trouble shoot existing software and computer hardware. Most of the software tasks will require real time instrument control, data collection, data base creation and management, data manipulation, and transmission to other sites.

**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	Due Date (YYMMDD)
X	N00173-98-R-SE05

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

X	a. ORIGINAL <i>(Complete date in all cases)</i>	Date (YYMMDD)
	b. REVISED <i>(Supersedes all previous specs)</i>	Revision No. Date (YYMMDD)
	c. FINAL <i>(Complete item 5 in all cases)</i>	Date (YYMMDD)

4. IS THIS A FOLLOW-ON CONTRACT?

YES

NO. If Yes, complete the following:

Classified material received or generated under

N00014-94-C-2105

(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 classified material is authorized for the period of _____

6. CONTRACTOR *(Include Commercial and Government Entity (CAGE) Code)*

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>
FOR RFP PURPOSES ONLY, NOT VALID FOR		

7. SUBCONTRACTOR

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

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

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/contracts referenced herein. Add additional pages as needed to provide complete guidance.)

14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

Yes No

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

Yes No

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

a. TYPED NAME OF CERTIFYING OFFICIAL	b. TITLE	c. TELEPHONE (Include Area Code)
d. ADDRESS (include Zip Code)	17. REQUIRED DISTRIBUTION <input type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input type="checkbox"/> f. OTHERS AS NECESSARY	
e. SIGNATURE		