

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

1. SOLICITATION NUMBER

2. (X one)

N00173-99-R-SK05

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)

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

4. ITEMS TO BE PURCHASED (Brief description)

INFRARED GLASS WINDOWS

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

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

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

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

KELLY, SUSAN

b. ADDRESS (Include Zip Code)

NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVE., SW CODE 3230.SK
WASHINGTON DC 20375-5326

c. TELEPHONE NUMBER (Include Area Code and Extension) (NO COLLECT CALLS) 202-767-6815

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 N00173-99-R-SK05	
DATE (YYMMDD) 990903	LOCAL TIME 10:00 A.M.

TO

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 22 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-99-R-SK05	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 04 AUGUST 99	6. REQUISITION/PURCHASE NO.
7. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE 3230.SK WASHINGTON DC 20375-5326			CODE N00173	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 2 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 BUILDING 222 ROOM 115 until 10:00 local time 03 SEP 99
(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 SUSAN KELLY	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-767-6815
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11. TABLE OF CONTENTS

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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	%
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

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

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

B-1 SUPPLIES/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall the supplies and services in accordance with the SOW.	\$	\$	\$
0002	OPTION 1 - The Contractor shall provide the supplies and services in accordance with the SOW.	\$	\$	\$
0003	OPTION 2 - The Contractor shall provide the supplies and services in accordance with the SOW.	\$	\$	\$
0004	OPTION 3 - The Contractor shall provide the supplies and services in accordance with the SOW.	\$	\$	\$
0005	Data in accordance with Exhibit A (DD 1423) and Enclosure (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.

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 Award through 12 months. Each Option, if exercised, shall add 12 months to the term of the contract.
- (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 the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

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.

(* To be filled in at time of award)

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 ONR 5252.242-9718 - TECHNICAL DIRECTION (DEC 88)

(a) Performance of the work hereunder is subject to the technical direction of the Scientific Officer/COR designated in this contract or his duly authorized representative. For the purposes of this clause, technical direction includes the following:

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

(b) Technical direction must be within the general scope of work stated in the contract. Technical 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 only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

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

G-4 SUBCONTRACTORS/CONSULTANTS

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

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

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

G-5 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-6 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-7 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.

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

This is a

(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:

<u>Labor Category</u>	<u>Name(s)</u>
Project Engineer	
Software Engineer I	
Software Engineer II	

(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, the base year and each option, if exercised, shall be 3,600, each respectively, total hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.
- (b) The level of effort for this contract shall be expended at an average rate of 300 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 month is as follows:

<u>Labor Category</u>	<u>Hours</u>
Project Engineer	40
Software Engineer I	90
Software Engineer II	170

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

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

H-7 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT) 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 (JUNE 1999) |
| 52.215-8 | - | Order of Precedence - Uniform Contract Format (OCT 1997) |
| 52.215-11 | - | Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997) |
| 52.215-13 | - | Subcontractor Cost or Pricing Data Modifications (OCT 1997) |
| 52.215-14 | - | Integrity of Unit Prices (OCT 1997) |
| 52.215-17 | - | Waiver of Facilities Capital Cost of Money (OCT 1997)
(will be included if the successful offeror does not propose facilities capital cost of money) |
| 52.215-21 | - | 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) |
| 52.219-6 | - | Notice Of Total Small-Business Set-Aside (JUL 1996) |
| 52.219-8 | - | Utilization Of Small Business Concerns (JUNE 1999) |
| 52.222-2 | - | Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0" |
| 52.222-3 | - | Convict Labor (AUG 1996) |
| 52.222-21 | - | Prohibition of Segregated Facilities (FEB 1999) |

- 52.222-26 - Equal Opportunity (FEB 1999)
- 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)
- 52.223-5 - 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)
- 52.227-1 - 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)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (Applicable when the contract or task order is fully funded)
- 52.232-22 - Limitation Of Funds (APR 1984) (Applicable when the contract or task order is not fully funded)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (OCT 1995)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 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 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 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)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAY 1999)
- 252.225-7021 - Trade Agreements (MAR 1998)
- 252.225-7026 - Reporting Of Contract Performance Outside The United States (MAR 1998)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7000 - Non Estoppel (OCT 1966)
- 252.227-7001 - Release Of Past Infringement (AUG 1984)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
- 252.227-7016 - Rights In Bids or Proposal Information (JUN 1995)
- 252.227-7019 - 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)
- 252.235-7010 - 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)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)

- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995)
(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).

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 - 1 Page
- J-2** Attachment (2) - DD 254, Contract Security Classification Specification Form Ser 001-99 Dated 990106 Pages 2
- J-3** Attachment (3) - Personnel Qualifications, Pages 2
- J-4** Attachment (4) - ACCOUNTING AND APPROPRIATION DATA - 1 page. *

(* To be included at time of award)

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

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

Each Offeror must submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its 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 (MAY 1999)

The fill in information is as follows:

The standard industrial classification (SIC) code for this acquisition is 7371.

The small business size standard is \$18.0M.

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 (JUNE 1999)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (OCT 1997) Alternate II (OCT 1997)
52.215-5	-	Facsimile Proposals (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
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 L-13, Volume II, Business Proposal**

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

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

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

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

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

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

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

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

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

- (1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business 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. N00173-99-R-SK05

Closing Date: 10 Aug 1999 (As specified in Block 9, RFP face page)

Attn: Code 3230

- (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.

L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES .

- (1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work. This matrix shall not contain labor rates or any other indication of price.
- (2) The following information is required for evaluation of your technical/management :

Qualifications of Project Personnel: The proposer should provide convincing proof that it has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Work. These are highly specialized fields and personnel without actual experience in these areas are not acceptable. Attachment 3 of the Solicitation sets forth the desired qualifications. It is essential for the offeror to demonstrate that all key personnel will have current SBI and TS security clearances. The proposal should indicate the specific personnel to be assigned to this effort, their background and pertinent experience, and the amount of effort each will be performing on this contract. This will include the education level, experience (both general and project related), and availability of sufficient key project professional and technical personnel by the prime contractor as well as any proposed subcontractors.

Company Experience: Proposers should provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Work. This description should clearly show the relationship between the company's experience and the tasks required under the Statement of Work; the particular sciences addressed (e.g., 3D visualization and collaborative graphics); and, provide details, such as project descriptions and identification of the sponsoring agencies. Proposers should have at least three years experience in software development for virtual environments with specific emphasis on collaboration. To qualify, the software developed must be fully compatible with current open commercial standards and protocols [TCP/IP, HTML 4.0, Java, VRML97, CORBA]. Also, prior experience should include cross-platform implementations, both Windows NT and SGI IRIX-based.

L-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 1 COPY

COST PROPOSAL - The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate 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.

**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 the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business 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, and Technical Factor (1) is more important than Technical Factor (2).

M-2-1. TECHNICAL/MANAGEMENT

(1) **QUALIFICATIONS OF PROJECT PERSONNEL.** The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with: (1) the appropriate qualifications set forth in Attachment No. 4 of the solicitations; (2) actual relevant experience of the key personnel in the technical and scientific areas set forth in the Statement of Work; and; (3) the ability to obtain a TOP SECRET clearance prior to commencing work.

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

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the labor allocation 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 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

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

Statement of Work

1.0 Background.

Space systems typically consist of some number of remote ground stations, each containing multiple networked computers, connected through high-speed networks. Data analysts and domain experts may need to be located at remote facilities. To perform their mission, analysts need real-time access and insight into the data stream, real or archived, to effectively select, identify, and forward relevant analyses to decision makers. Collaboration must take place where each of several (distributed) analysts can view the same data, apply selective analytical tools, and interact realistically in real-time to determine a best course of action. By capitalizing on the immediate flow of relevant analytic results on fast digital information networks, the ability to make rapid tactical and strategic decisions is likely to be vastly increased. In addition, analysts and operators at remote locations may need to utilize different client hardware, sometimes with limited capability. Related research, called 'Collaborative Reality', was developed at NRL in the early nineties. This was an attempt to portray a ground station environment in a natural, three-dimensional setting, where each of the analyst/operators could collaborate. Three years ago, a project, called Virtual Communications Environment (VCE), was started. The purpose of VCE was to apply Collaborative Reality technology to meet the computer-network management and control requirements of future space systems. Within the last three years, the emergence of the Internet has caused a revolution in the manner in which networked computer systems are utilized and accessed. The purpose of the Web-Access project is to utilize emerging Internet technology in an effective manner and integrate it with VCE in order to provide an analyst with the capability to run engineering evaluation and analysis (EE&A) from remote sites and to collect report and event data from several remote databases. This will mean the translation of EE&A to a web-based client-server framework. All major software tools and development environments that would be required to effect this translation will be COTS.

2.0 Requirements.

2.1 Software Development

2.1.1 EE&A Analysis Tools.

The Contractor shall provide support to develop software to provide Intranet access to a wide variety of EE&A analysis tools. These analysis tools are to be specified by the government. Intranet access shall be by means of a standard COTS web browser. The initial demonstration shall be in a single user mode. Further demonstrations are to utilize collaboration between analysts at remote locations. Forms of collaboration shall include whiteboarding, videoteleconferencing and joint control of analysis tools.

2.1.2 Remote Database Access

The Contractor shall develop software to provide Intranet access to remote databases. The databases are to include flat-file as well as structured query language (SQL) formats. It is required that all report and data retrievals be integrated into a common format such as an SQL database. It is also required that all data be formatted for use by appropriate specified analysis tools. All database access and formatting for single and multiple analyst operations are to be accomplished within a COTS web browser client. Multiple retrievals from selected remote databases are to be accomplished within a single session. Initial demonstrations will be in a single analyst mode. This will be followed by demonstrations of collaboration between analysts. Additional demonstrations with multiple users/analysts will involve collaboration using videoteleconferencing, whiteboarding, and joint analyst query selection.

2.1.3 Integration of Existing Applications

The Contractor shall be required to integrate certain existing applications for use within a COTS web browser. These applications may not be recoded and may consist of compiled legacy code. Full utilization of existing applications and operations within a web browser GUI is a requirement. Certain limitations will exist for operation of existing applications within a collaborative environment. These will be recognized and specified by the government.

2.1.4 Automated Assessment

The Contractor shall develop software to provide automated assessment of a client's capabilities for local processing and storage. Based upon this assessment, the intent is to balance local and remote processing/storage to provide a full analysis capability transparent to the user. The tradeoff for lack of client equipment will be the delay/response time apparent to the client.

2.2 Development and Implementation

The Contractor shall perform the majority of the software development at its facilities. The platforms on which the software is to reside and function, and the necessary COTS software and licenses required for development, will be supplied by the Government. The Contractor shall implement all developed features of Web-Access assuring full system integrity. This implementation, including network configurations (switches, etc.), will take place at government facilities on government equipment.

2.3 Demonstration Support

The Contractor shall provide full support for all demonstrations, and shall support the update and maintenance of all server and browser software.

3.0 Deliverables

The deliverable requirements described in this Section apply to all software developed under the Base Duration or the Optional Duration that is in effect. All documentation is to be provided in both hard and softcopy form.

3.1 Software Media

The Contractor shall provide, as required, computer media, compatible with system hardware, containing all developed software.

3.2 Software Documentation

The Contractor shall provide and update, as appropriate, documentation listing the source code and describing the inputs, outputs and functions of each software module.

3.3 Software Integration Manual

The Contractor shall provide and update, as appropriate, documentation that will allow a operator to install and integrate the delivered modules within an existing government computer system.

3.4 Quarterly Status Reports

The Contractor shall provide, quarterly, a status report describing the progress of the past quarter, including a discussion of problems and their impact.

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>	1. CLEARANCE AND SAFEGUARDING SER: 001-99 a. FACILITY CLEARANCE REQUIRED TOP SECRET b. LEVEL OF SAFEGUARDING REQUIRED NONE
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2. THIS SPECIFICATION IS FOR: (X and complete as applicable)		3. THIS SPECIFICATION IS: (X and complete as applicable)	
a. PRIME CONTRACT NUMBER		X a. ORIGINAL (Complete date in all cases)	Date (YYMMDD) 990106
b. SUBCONTRACT NUMBER		b. REVISED (Supersedes all previous specs)	Revision No. Date (YYMMDD)
X c. SOLICITATION OR OTHER NUMBER 81-1013-99	Due 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 Entity (CAGE) Code)

a. NAME, ADDRESS, AND ZIP CODE	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD.		

7. SUBCONTRACTOR

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

8. ACTUAL PERFORMANCE

a. LOCATION	b. CAGE CODE	c. COGNIZANT SECURITY OFFICE (Name, Address, and Zip Code)
N/A		N/A

9. GENERAL IDENTIFICATION OF THIS PROCUREMENT

Develop software to provide Intranet access to a wide variety of analysis tools.

10. THIS CONTRACT 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	X	
b. RESTRICTED DATA		X	b. RECEIVE CLASSIFIED DOCUMENTS ONLY		X
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION		X	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL		X
d. FORMERLY RESTRICTED DATA		X	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE		X
e. INTELLIGENCE INFORMATION:			e. PERFORM SERVICES ONLY		X
(1) Sensitive Compartmented Information (SCI)	X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES		X
(2) Non-SCI		X	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER		X
f. SPECIAL ACCESS INFORMATION		X	h. REQUIRE A COMSEC ACCOUNT		X
g. NATO INFORMATION		X	i. HAVE TEMPEST REQUIREMENTS		X
h. FOREIGN GOVERNMENT INFORMATION		X	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS		X
i. LIMITED DISSEMINATION INFORMATION		X	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE		X
j. FOR OFFICIAL USE ONLY INFORMATION		X	l. OTHER (Specify)		
k. OTHER (Specify)					

12. PUBLIC RELEASE. Any information (classified or unclassified) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release.

Direct Through (Specify):

Commanding Officer, Naval Research Laboratory, Washington, DC 20375-5320, Code 8110.2.
NO PUBLIC RELEASE OF SCI AUTHORIZED.

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

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

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a TOP SECRET facility clearance, and personnel eligible for Sensitive Compartmented Information.

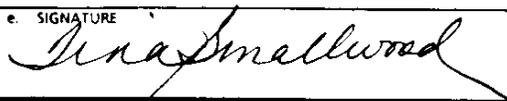
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy 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 TINA SMALLWOOD	b. TITLE Contracting Officer, Security	c. TELEPHONE (Include Area Code) 202-767-2240/2521
d. ADDRESS (Include Zip Code) Naval Research Laboratory Washington, DC 20375-5320	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY 1221.11, 8110.2, 1223.1, ONI-53	
e. SIGNATURE 		

Personnel Qualifications

The following descriptions are provided as a general guide for the personnel qualifications of the job categories listed above. Although "minimum" requirements are stated below, alternatives will be considered.

PROJECT ENGINEER

The person in this position has overall task design and technical management responsibilities. The senior systems engineer will organize the performance of the tasks, monitor their conduct, and evaluate progress. This person will act as liaison with the Government technical contract monitor. This position requires a M.S. degree with over six years experience as the technical lead on a software-development type project. Experience with the broad range of technologies that comprise web access technology, data analysis, and 3D visualization is required.

SOFTWARE ENGINEER I

This position involves the detailed integration and software design of a wide variety of server-client applications in a web-access environment. This includes directing the implementation, writing documentation and testing components. Working from an overall system design, the senior software engineer has responsibility to identify modules, define interfaces and assure production and test. A Ph.D. degree with eight years software design, including at least five years experience with systems engineering and software engineering in web technology, 3D visualization and collaborative applications, is a qualification for this position. In addition, at least three years of experience integrating complex 3-D collaborative graphics necessary for VR scene description and multi-user collaboration in real-time is required. This position also requires a minimum of two years experience with the Java language. Proficiency in C++ and a minimum of one-year experience with CORBA, Javascript, XML and object-oriented databases is required.

SOFTWARE ENGINEER II

The responsibilities of this position are for the design, implementation and testing of subsystems and complex modules. At this level, the individual has responsibility for the development and integrity of the offeror's portion of the entire software package, including implementation and testing in the field. The qualifications for this position are an M.S. degree and four years of software experience in web technology, 3D visualization and collaborative applications. In addition, the position requires at least two years of Java experience with applications integrating complex 3-D graphics for multi-user collaboration in real-time. The position also requires extensive internetworking experience with a minimum of four years experience with Asynchronous Transfer Mode (ATM) technology. In addition, the position requires extensive knowledge and broad experience with a wide variety of networking protocols as well as familiarity with structured query language (SQL) databases operating in web access environment.

ALL PERSONNEL LISTED ABOVE

The following specific skills are required in the aggregate from the proposed personnel: Experience with communications systems simulation, large computer network operations, high performance computing, graphics and networking (e.g. ATM), and collaborative 3-D visualization; a demonstrated proficiency with real-time data analysis, acquisition, exchange, and complex 3-D rendering; a high proficiency with state-of-the-art graphics workstations, including SGI multi-processor Reality Engine machines and the full SGI product line, NT workstations, and FORE Systems ATM routers, switches and interface boards; knowledge, experience, and demonstrated competency with software integration to achieve high volume data exchange; and demonstrated competency with advanced graphics software: OpenGL, Open Inventor, IRIX, and scene description languages. The contractor must also demonstrate proficiency and past experience with Sun computers and PC workstation integration using SGI and Sun software products supporting 3-D graphics, database connectivity, and networking.

All personnel proposed must have current SBI and TS security clearances.