

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE 1 OF 31 PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-10-R-AT05	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 08/13/10	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY Naval Research Laboratory Washington DC 20375-5326 Attn: 3230.AT		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 Bldg 222, Room 115A until 12:00 noon local time 15 SEP 10 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Evangelina Toledo	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 202	NUMBER 767-2842	EXT. evangelina.toledo@nrl.navy.mil

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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)

<input type="checkbox"/>	10 CALENDAR DAYS (%)	<input type="checkbox"/>	20 CALENDAR DAYS (%)	<input type="checkbox"/>	30 CALENDAR DAYS (%)	<input type="checkbox"/>	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 NUMBER AREA CODE NUMBER EXT.	<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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**PART I - THE SCHEDULE  
SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 SUPPLIES/SERVICES AND COSTS**

CONTRACT LINE ITEM NUMBER CLIN)	SUPPLIES OR SERVICES	QTY	UNIT	AMOUNT
0001	The contractor shall provide labor effort in accordance with Section C at the rates set forth below.	1	LO	\$
<b>Categories of Labor</b>		<b>Maximum Hours</b>		<b>Loaded Labor Rates</b>
Year One				
	Electromechanical Specialist	4160		**
	Model Maker	2110		**
	Antenna Support Personnel	750		**
Year Two				
	Electromechanical Specialist	4160		**
	Model Maker	2110		**
	Antenna Support Personnel	750		**
Year Three				
	Electromechanical Specialist	4160		**
	Model Maker	2110		**
	Antenna Support Personnel	750		**
Year Four				
	Electromechanical Specialist	4160		**
	Model Maker	2110		**
	Antenna Support Personnel	750		**
Year Five				
	Electromechanical Specialist	4160		**
	Model Maker	2110		**
	Antenna Support Personnel	750		**
0002	Materials/Travel (Not-To-Exceed)			\$900,000.00
0003	Reports, Drawings, and Technical Data, DD 1423, Contract Data Requirements List, Exhibit A	1	LO	NSP

**TOTAL DOLLAR AMOUNT FOR CLINS:**

**\$**

**\*CONTRACT LINE ITEM NUMBER**

**\*\* To be determined at time of award of each task order**

## **B-2 LOADED LABOR RATE**

The loaded labor rates set forth above shall include all allowances for wages, salaries, supervision, overhead, general and administrative expense, paid vacation, paid expenses (unless otherwise stated herein) and profit. No additional compensation will be paid for these items. The Contractor may fluctuate the anticipated level of effort in pursuit of the assigned technical objective provided the ceiling price is not exceeded. No guarantee as to the total amount hours to be utilized is made by the Government.

## **B-3 DIRECT MATERIALS AND HANDLING CHARGE (G&A) ON MATERIAL COST**

The Contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the Contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in individual task orders, less any cash or quantity discount earned, plus mark-up for handling charges without any mark-up for profit, in accordance with the FAR clause at 52.232-7 (Payments under Time and Materials and Labor Hour Contracts" with its Alternate 1.

The Handling Charge rate to be applied on material actual cost shall not exceed the proposed rate of (\*) percent. If no rate is proposed, no indirect rates shall be applied to or reimbursed on such costs.

(\* To be Completed At Award)

## **B-4 CEILING PRICE**

The ceiling price of the contract shall be the total of CLINS 0001 and 0002. The ceiling price for CLIN 0001 is calculated by multiplying the Loaded Rates times the estimated hours specified in Section L-14 for all years. The aggregated amount of all task orders and modifications thereto, issued hereunder, shall not exceed the ceiling price of \$ (\*).

(\* To be Completed At Award)

## **B-5 MINIMUM AND MAXIMUM QUANTITIES**

As contemplated by the solicitation clause entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract consists of supplies and services with a total cost to the Government of at least \$25,000.00.

The maximum quantity the Government may order during the effective period of the contract consists of supplies and services with a total cost to the Government not exceeding the total not-to-exceed amount stated in Section B-1, above.

The minimum and maximum quantities may consist of any combination of the tasks contained in Section B.

## **B-6 CONTRACT COSTS**

The contract does not provide for any costs other than those set forth in Section B without consent of the Contracting Officer.

## **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, 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 8 December 2008 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/15onsite.htm>

## **SECTION D PACKAGING AND MARKING**

### **D-1 PACKAGING AND MARKING**

All unclassified data shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:**

<u>FAR CLAUSE</u>	<u>TITLE</u>
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52.246-6	- Inspection - Time-And-Material And Labor-Hour (MAY 2001)
52.246-16	- Responsibility For Supplies (APR 1984)

**DFARS CLAUSE    TITLE**

252.246-7000 - Material Inspection And Receiving Report (MAR 2008)

**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 BY REFERENCE:**

**FAR CLAUSE    TITLE**

52.242-15 - Stop-Work Order (AUG 1989)  
52.242-17 - Government Delay Of Work (APR 1984)  
52.247-34 - F.O.B. Destination (NOV 1991)

**F-2 DELIVERIES OR PERFORMANCE**

- (a) The effective period of this contract during which delivery orders/task orders may be issued is from the date of contract award through a period of five (5) years.
- (b) Each delivery order/task order shall specify the period of performance.
- (c) All deliveries required under Contract Line Items (CLIN's) 0002 and 0003 under each order shall be shipped FOB Destination, to the Naval Research Laboratory, Pomonkey Facility, La Plata, Maryland 20646, consigned to:

Contracting Officer's Representative  
Attn: (\*)  
Contract Number: (\*)  
Delivery/Task Order Number: (\*)  
Building Number: (\*)  
Code: (\*)  
7425 Bumpy Oak Road  
La Plata, Maryland 20646

(\*) – To be Completed At Time of Award

- (d) Each Task Order shall specify the place of performance.

**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.

a. Contractor Inquiries:

Administrative Contracting Officer (ACO) - See Block 6 of Standard Form 26

b. Administrative Contracting Officer Inquiries:

Contract Specialist – Evangelina Toledo; email: [evangelina.toledo@NRL.NAVY.MIL](mailto:evangelina.toledo@NRL.NAVY.MIL), (202) 767-2842

Security Matters- Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, email [security-group@nrl.navy.mil](mailto:security-group@nrl.navy.mil)

Safety Matters- Head, Safety Branch, Code 3540, (202)767-2232, DSN 297-2232, , email [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil)

Patent Matters- Associate Counsel (Intellectual Property), Code 1008.2, (202)404-1552, DSN 297-1552, email [patents@nrl.navy.mil](mailto:patents@nrl.navy.mil)

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email [publicaffairs@nrl.navy.mil](mailto:publicaffairs@nrl.navy.mil)

**G-2 PAYMENT AND VOUCHER INSTRUCTIONS**

In accordance with the contract clause, *Electronic Submission of Payment Requests and Receiving Reports* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm> . The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil/>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and

process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

The following information is applicable to vouchers submitted under this contract using WAWF:

Under "Create New Document" select "Cost Voucher". When you enter the contract number, some of the other fields in the document may fill out automatically.

Use the appropriate Item Number stated in Section B of the contract (e.g., 0001, 0002 or 0001AA, 0001AB, etc).

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the voucher. If more than one ACRN is cited, the voucher must indicate the amounts to be paid from each. Information may be obtained from the COR to assist the contractor in determining the appropriate ACRNs from which payment is to be made.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

*(Note - since WAWF does not accept the use of multiple ACRNs with the same AAA or SDN for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices).*

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3<sup>rd</sup> character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

<b>ROUTING TABLE</b>	
<b>DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF</b>	
Document Type	Cost Voucher
Contract Number	N00173-08-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
DCAA Auditor DoDAAC	
CAGE Code	

**IMPORTANT:** When submitting vouchers using WAWF, utilize the “**Send More Email Notifications**” function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

<b>Send More Email Notifications</b>	
Acceptor email	@nrl.navy.mil

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office. Such authorization does not extend to the first and final vouchers.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line : 1-800-559-WAWF(9293).

### **G-3 CONTRACTING OFFICER’S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS**

\* @nrl.navy.mil is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. 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 the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

( \* To be completed at time of award)

### **G-4 INCREMENTAL FUNDING**

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

## TASK ORDER CEILING PRICE

- (a) The amount of \$\* is presently available for payment and allotted to this order. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the order through \* .
- (b) The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum labor and materials required to perform this order. The parties contemplate that the Government will allot additional funds incrementally to the order up to the full not-to-exceed amount or to a lesser amount necessary to perform the order.
- (c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the order. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the order regardless of anything to the contrary in any other clause or provision of this order.
- (d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the order will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the order on that date in accordance with the provisions of the Termination clause of this contract.
- (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the order, the Contractor incurs additional costs or is delayed in the performance of the work under this order and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the order.
- (g) *Nothing in this clause affects the rights of the Government to terminate this order pursuant to other clause or provisions of this contract.*

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

## G-5 ACCOUNTING AND APPROPRIATION DATA

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

## **G-6 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER**

- (a) The COR or TM assigned in Section G will provide the contractor with a Statement of Work (SOW) for each order. The Contractor shall provide the COR or TM with a proposal in response to the SOW. The COR or TM will prepare an acquisition package and forward to the NRL Contracting Division for issuance of an order.
- (b) Direct Labor Hours, travel and material costs are subject to negotiation prior to award. In order to fully evaluate each order proposal, the contractor shall provide the following as applicable:
  - (1) A time phased (e.g., monthly, quarterly, etc.) breakdown of direct labor by labor category.
  - (2) A complete breakdown for travel identifying each cost mode of travel and the reason for the travel proposed.
  - (3) A complete list of all material including quantity and cost. The contractor shall provide specific documentation to serve as the basis for price verification (i.e., vendor quotations, invoices, published price lists, GSA schedule lists, etc.).

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 TYPE OF CONTRACT**

(To be filled in at time of award)

### **H-2 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's ORCA Representations and Certifications valid from to are incorporated herein by reference.

The Contract Specific Representations and Certifications submitted by the contractor for this award are hereby incorporated by reference.

### **H-3 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

- (a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- (b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) 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)

*Labor Category	First/M/Last Name

#### H-4 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

### PART II - CONTRACT CLAUSES SECTION I CONTRACT CLAUSES

#### I-1 FAR 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.acqnet.gov/far>  
<http://heron.nrl.navy.mil/contracts/home.htm>

#### a. FEDERAL ACQUISITION REGULATION CLAUSES

##### FAR CLAUSE    TITLE

- 52.202-1    -    Definitions (JUL 2004)
- 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 (SEP 2006)
- 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 (SEP 2007)
- 52.204-4 - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
- 52.204-7 - Central Contractor Registration (APR 2008)
- 52.204-9 - Personal Identity Verification Of Contractor Personnel (SEP 2007)
- 52.204-10 - Reporting Subcontract Awards (JUL 2010)
- 52.209-6 - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
- 52.209-8 - Updates of Information Regarding Responsibility Matters.(Apr 2010)
- 52.211-5 - Material Requirements (AUG 2000)
- 52.211-15 - Defense Priority And Allocation Requirements (APR 2008)
- 52.215-2 - Audit And Records-Negotiation (MAR 2009)
- 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 - Pension Adjustments And Asset Reversions (OCT 2004)
- 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*)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 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) - Alternate III (OCT 1997)
- 52.215-22 - Limitations On Pass-Through Charges--Identification Of Subcontract Effort (Oct 2009)
- 52.215-23 - Limitations on Pass-Through Charges. (OCT 2009)
- 52.219-6 - Notice Of Total Small Business Set-Aside (JUN 2003)
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)(DEVIATION)
- 52.219-14 - Limitations On Subcontracting (DEC 1996)
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (JUL 2010)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (MAR 2007)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)

- 52.222-50 - Combating Trafficking In Persons (FEB 2009)
- 52.222-54 - Employment Eligibility Verification (Jan 2009)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUNE 2008)
- 52.227-1 - Authorization And Consent (DEC 2007)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 52.232-1 - Payments (APR 1984)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (FEB 2007)
- 52.232-8 - Discounts For Prompt Payment (FEB 2002)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (OCT 2008)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (OCT 2008)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (SEP 2000)
- 52.244-2 - Subcontracts (JUN 2007) - Alternate I (JUN 2007)
- 52.244-6 - Subcontracts For Commercial Items (JUN 2010)
- 52.245-2 - Government Property Installation Operation Services (JUN 2007)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-63 - Preference For U.S.-Flag Air Carriers (JUN 2003)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-6 - Termination (Cost - Reimbursement) (MAY 2004) Alternate IV (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 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)

**DFARS CLAUSE    TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7000 - Requirements Relating to Compensation of Former DoD Officials. (JAN 2009)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2008)
- 252.203-7002 - Requirement to Inform Employees of Whistleblower Rights. (JAN 2009)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7002 - Payment For Subline Items Not Separately Priced (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A Central Contractor Registration (SEP 2007)
- 252.204-7008 - Export-Controlled Items. (Apr 2010)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.211-7003 - Item Identification And Valuation (AUG 2008) (*fill in none in (c)(1)(ii) and (c)(1)(iii) )*)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (DEC 2006)
- 252.215-7004 - Excessive Pass-Through Charges (MAY 2008)
- 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 (Jan 2009)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States (MAY 2007)
- 252.225-7012 - Preference For Certain Domestic Commodities (DEC 2008)
- 252.225-7013 - Duty-Free Entry (DEC 2009)
- 252.225-7025 - Restriction On Acquisition Of Forgings (DEC 2009)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 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 Bid 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 (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7006 - Alternate A (DEC 2003)
- 252.232-7009 - Mandatory Payment By Governmentwide Commercial Purchase Card (JUL 2000)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)

- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (AUG 2009)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) (*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 (OCT 2002)

**I-2 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (MAR 2009)**

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

*Long-term contract* means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

*Small business concern* means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect the Contractor's current status. The Contractor shall notify the contracting officer in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_. [Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

### I-3 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, 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-4 FAR 52.216-18 ORDERING (OCT 1995)**

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

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

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

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

**I-5 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

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

(2) Any order for a combination of items in excess of the total value of the contract as set forth in Section B; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

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

**I-6 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after one year from the end period of performance date set forth in Section F-2 (a).

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

- J-1** Attachment (1) - Statement of Work - 6 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 4 Pages.
- J-2** Attachment (2) – Personnel Qualifications, 4 Pages
- J-3** Attachment (3) - 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**

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) at <http://www.ccr.gov> database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must complete the additional contract specific representations and certifications below:

**K-2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (FEB 2009)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is see Section K-3 [insert NAICS code].

(2) The small business size standard is see Section K-3 [insert size standard].

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

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(a) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see

FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K-3 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is 541330
- (2) The small business size standard is 500 employees

**SECTION L  
INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**L-1 FAR 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.acqnet.gov/far>  
<http://heron.nrl.navy.mil/contracts/home.htm>

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.215-1	- Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	- Facilities Capital Cost Of Money (JUN 2003)
52.216-29	- Time-And-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)

- 52.216-30 - Time-And-Materials/Labor-Hour Proposal Requirements – Non-Commercial Item Acquisition Without Adequate Price Competition (FEB 2007)
- 52.237-1 - Site Visit (APR 1984)

**DFAR CLAUSE TITLE**

- 252.209-7001 - Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
- 252.215-7003 - Excessive Pass-Through Charges – Identification Of Subcontract Effort (MAY 2008)

**L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors- Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed :

**Contracting Officer, ATTN: Code 3230.AT**  
**RFP No. N00173-10-R-AT05      Closing Date: 15 SEP 2010      Time: 12:00 noon**  
**Naval Research Laboratory**  
**4555 Overlook Avenue, S.W.**  
**Washington, D.C. 20375**

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm>

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

**L-3 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

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

**L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE III (OCT 1997)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to

the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

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

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

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

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

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

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

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

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

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

(a) Submit the cost portion of the proposal via the following electronic media:

#### **L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract with Time-And-Materials type orders resulting from this solicitation.

#### **L-6 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-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 requested by the Contractor and provided for in the contract. If Government-Furnished Property is required for the performance of this effort, the Contract shall clearly identify what is required and the time it is necessary for uninterrupted performance of the effort.

#### L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the contact location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*, **no less than fifteen (15) days before the closing date**. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

#### L-11 POTENTIAL ORGANIZATIONAL CONFLICT OF INTEREST

If, in Section K, the offeror represented that it is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have an unfair competitive advantage, the offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR Subpart 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

The government will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information will be used by the government to determine whether an award to the offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the government to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure or representation of any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the government may terminate the contract for default, recommend that the contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the government in the evaluation of proposals, and if the government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure or representation has been evaluated by the government. Failure to provide the disclosure or representation will be deemed to be a minor informality and the offeror or contractor shall be required to promptly correct the omission.

The provision in Section H, "Organizational Conflict of Interest," may be modified if the Contracting Officer determines it necessary to avoid or resolve a conflict of interest based on the information provided by the offeror. The terms of the provision are subject to negotiation.

**L-12 FAR 52.222-18 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

**L-13 PROPOSAL ORGANIZATION**

(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 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-14 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES.

GENERAL PROPOSAL CONTENT:

Offerors are required to furnish an original and 3 copies of a detailed TECHNICAL PROPOSAL with sufficient details to show compliance with the requirements stated in each subparagraph of Section C of this solicitation. Specific cost or pricing details shall be omitted from the Technical Proposal.

The technical proposal shall include any drawings, including schematic drawings, which will enable independent technical evaluation of the proposal.

The technical proposal shall clearly and concisely identify and discuss the Offeror's technical and managerial qualifications and approaches to accomplishing the requirements outlined in Section C.

The technical proposal shall be subdivided into a "Proposal Summary" section, a "Work Force Qualifications/Experience" section, a "Managerial Approach" section, a "Corporate Resources/Organizational Capabilities" section, and a "Corporate Past Performance Information" section in that order.

The technical proposal shall also contain responses to each of the individual requirements listed in Attachment 1 and Attachment 2. Each response shall furnish the Government with sufficient details to enable the technical evaluation panel to independently evaluate each response against the respective Government requirement as stated in Section C and Section M.

(1) Proposal Summary

The proposal summary is an unevaluated requirement. The offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary shall be complete and shall provide reviewers with an understanding of the content of the proposal. The summary shall summarize the highlights, plans, and qualifications contained in the body of the technical proposal.

(2) Work Force Qualifications/Experience

The Offeror shall document the experience, education, and other qualifications of all personnel proposed to accomplish the technical requirements. The offeror shall provide the following information for each proposed individual: (a) name of the proposed personnel, (b) proposed labor category, (c) proposed task areas of involvement, (d) educational qualifications, (e) technical or managerial qualifications and experience as they relate to the Statement of Work and the Personnel Requirements, (f) length of experience, and (g) previous work history.

(3) Managerial Approach

The Offeror shall provide a managerial plan to demonstrate its capability to efficiently, effectively and economically plan, organize, manage, coordinate, and control the work effort required under this solicitation. The Offeror's managerial plan should address its approach for tracking milestones, costs, subcontractor efforts (if applicable) and deliverables. The Offeror's managerial plan should also address its proposed internal procedures for assuring timely responses to the Government's research needs on any resulting contract.

(4) Corporate Resources/Organizational Capabilities

The Offeror shall describe and document those resources which the firm will make available to this project including, but not limited to: (a) financial resources, (b) facilities and equipment, and (c) any other technical resources offered to meet the Government's requirement identified in the Statement of Work. The offeror shall document the firm's experience on similar or related projects through

narrative descriptions of these experiences. Prior and current program experience shall be identified in these narratives by citing contract numbers, contracting agencies or firms, the COR's name and telephone number, the applicable period of performance, and a summary of the nature of the work. The narrative shall show the clear relationship of previous work to the requirements of this project. The Offeror shall demonstrate its capacity to routinely and rapidly respond to the requirement given in the Statement of Work by providing specific examples drawn from the previous five years of operations. In addition to the requirements stated above, the Offeror shall (a) describe their plan to retain key personnel throughout the term of any resulting contract, (b) demonstrate their ability to attract additional trained personnel, and (c) describe their strategy for and ability to respond to surges in effort.

(5) Corporate Past Performance Information

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

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

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at [http://heron.nrl.navy.mil/contracts/4335\\_1.pdf](http://heron.nrl.navy.mil/contracts/4335_1.pdf) is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

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

## L-15 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES, AS WELL AS AN ELECTRONIC COPY COMPATIBLE WITH MICROSOFT OFFICE.

### (1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include the base labor rate, applicable indirect rates, and profit, as well as the resulting fully burdened labor rate which will be negotiated and incorporated into Section B of the contract at time of award. The offeror shall provide exhibits as necessary to substantiate the price.

The contractor shall furnish a copy of the cost proposal to their cognizant DCAA office. The cover page of the proposal shall clearly indicate the RFP Number, the Contracting Officer's name and phone number and the following statement:

**“The Contracting Officer has directed that this advance copy be sent to you in anticipation of the RATE CHECK that will be requested in order to determine cost realism in accordance with FAR 15.305 and 15.404(d).”**

The estimated maximum hours provided in Section B shall be used in the proposal along with the contractor's proposed burdened labor rates to determine the proposed price for CLIN 0001. For evaluation purposes only, the Ceiling Price for CLIN 0001 will be calculated by multiplying the contractor's proposed Loaded Labor Rates times the estimated hours for all years.

## L-15 SITE VISIT

OFFERORS MAY PROPOSE WITHOUT ATTENDING THE SITE VISIT

A site visit will be conducted on 01 September 2010 at 2:00 p.m.

Offerors are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute ground for a claim after contract award.

Questions WILL NOT be answered verbally during the site visit. All questions shall be submitted in writing at the site visit or within one week of the site visit via email. You are required to supply your own writing materials. Inquiries should contain the Solicitation Number (N00173-10-R-AT05) and must be addressed to the attention of Code 3230.AT, Evangelina R. Toledo.

To make arrangements to attend, offerors should contact Evangelina R. Toledo via E-mail at [evangelina.toledo@nrl.navy.mil](mailto:evangelina.toledo@nrl.navy.mil) by 1:00 p.m. on 27 August 2010.

The E-mail request MUST include the following information:

REQUIRED INFORMATION TO ATTEND SITE VISIT

The Name of the Contractor

The Name of Each Individual to Attend\*

The Telephone Number of Each Individual to Attend

The Social Security Number of Each Individual to Attend

\*Please limit the number of people to two (2) from each contractor, as the areas to visit maybe fairly small.

**Offerors are hereby notified that the site visit will take place at the Naval Research Laboratory, Pomonkey Facility, Pomonkey, MD. Offerors who are scheduled to attend the site visit shall meet at Building A-9. No cameras, firearms, or alcoholic beverages are allowed at the Laboratory.**

**All Attendees Must Be U.S. Citizens With Valid Picture I.D. in Their Possession The Day Of The Site Visit To Enter The Naval Research Laboratory.**

**(No Exceptions Will Be Made)**

**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 price and other factors considered. The Government reserves the right to make award to other than the low offeror.

**M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor. The technical sub factors are listed in the following order of importance: Workforce Qualifications/Experience is the most important factor. The remaining three technical sub factors are of equal but lesser importance than the Workforce Qualifications/Experience sub factor.

**M-3-1. TECHNICAL/MANAGEMENT**

(1) Work Force Qualifications/Experience

The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with: (1) the appropriate qualifications set forth in Personnel Qualifications, Attachment (2) of the solicitation; and

(2) actual relevant experience in the technical and scientific areas set forth in Attachment (1) Statement of Work.

(2) Managerial Approach

The proposal will be evaluated on the offeror's managerial approach and demonstrated ability to meet the requirements of the specifications, as shown by: (1) the Offeror's ability to provide efficiency, effectiveness, and economic performance; (2) the Offeror's ability to provide efficiency in the tracking of milestones, costs, and deliverables; and (3) the Offeror's ability to provide timely responses to research needs.

(3) Corporate Resources/Organizational Capabilities

The proposal will be evaluated on the offeror's demonstrated corporate resources and organizational capabilities as shown by: (1) the Offeror's capability to respond to the general areas required in the Statement of Work;

(2) the Offeror's ability to manage and coordinate scientific and technical efforts related to development, integration, and maintenance of similar or equally unique research and development equipment; (3) the Offeror's ability to provide capital, human, and managerial resources to support the requirements of the Statement of Work; and (4) the Offeror's degree of responsiveness in support of required work on previous actions.

(4) Corporate Past Performance

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontracts that will perform major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. 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 will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304 (c) (3) (iv).

### **M-3-2 PRICE TO THE GOVERNMENT**

The proposed estimated price to the Government will be evaluated based on both price and cost realism analyses. 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 offeror's 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.

## **STATEMENT OF WORK**

### **DEVELOPMENT, INTEGRATION AND MAINTENANCE OF SPECIAL RESEARCH AND DEVELOPMENT EQUIPMENT FOR THE POMONKEY FACILITY**

#### **1.0 BACKGROUND**

The Naval Research Laboratory's (NRL) Pomonkey Research and Development Facility is a unique field laboratory located 25 miles south of the NRL main facility. Specifically, six miles south of the intersection of Maryland Route 224 and Bumpy Oak Road on Bumpy Oak Road in Charles County, near LaPlata Maryland. The site occupies approximately 58 acres and is owned by NRL. Site assets include a 30-meter parabolic antenna, the largest high-speed tracking antenna in the CONUS. This system is suitable for low Earth orbit as well as deep space mission requirements. Other precision tracking antennas are available with apertures ranging from 1 to 18 Meters. As a result of special designs, Pomonkey can support operations over a wide band of frequencies ranging from 50 to 20000 MHz.

The purpose of this Statement of Work (SOW) is to define the hardware development and technical support required by the Naval Research Laboratory (NRL), Pomonkey Facility. This facility operates multiple antenna systems located both at the Pomonkey Facility and OCONUS. The requirements placed on this facility to execute new tasking and to increase the signal acquisition capability necessitate the frequent addition or modification of equipment. The contractor shall provide technical support in developing systems for operational readiness, as set forth in this SOW.

#### **2.0 REQUIREMENTS**

The contractor shall furnish hardware development support as well as necessary hardware modifications. The contractor shall provide support in the execution of hardware modifications. The contractor shall assess, improve, and perform preventative maintenance tasks and procedures on the antenna systems and related support equipment. The contractor shall recommend additional material, equipment, and improvements to the existing systems; which may be required to facilitate 24-hour continuous operations. Updates to any system shall be completely documented including any changes to current equipment inventory list.

The contractor shall provide support for the operational requirements for projects which utilize NRL Pomonkey's antenna assets. Antenna assets include, but are not limited to, 3-meter, 9-meter, and 30-meter Full Motion Large Aperture (FMLA) parabolic tracking antennas permanently located at the Pomonkey Facility. Three transportable systems with antennas ranging in size from 1-meter to 3-meters and equipment vans associated with the transportable systems must be fully supported as well. In addition, several antenna systems controlled by NRL Pomonkey are located OCONUS. These systems must have bi-annual

preventative maintenance performed, which will include an operational capability test on each system. These requirements may at times include repair of special one-of-a-kind electronic systems designed by government scientists. The contractor shall perform the following tasks, outlined in Sections 2.1 through 2.4.

In order to meet the mission requirements, the contractor shall maintain a local machine shop, with capabilities for precision metal working, within 10 miles of the Pomonkey Facility or a 20-minute drive time to facilitate quick response for emergency repairs and modifications. The machine shop shall be equipped with the machinery necessary to address all aspects of tasking defined in this SOW. Machinery required includes, but is not limited to: (1) lathe, (2) milling machine, (3) drill press, (4) planar, (5) shaper, and (6) grinder. In addition, this capability must be available 24hrs per day with a two-hour response time outside of normal working hours. This does not apply to our OCONUS facility.

2.1 Special Microwave Feed and Transmission Line Fabrication, Assembly and Installation, and other system oriented equipment.

In order to meet the requirements of this section the contractor shall perform the following:

- A. Installation, modification, and maintenance of precision waveguide components, waveguide runs, and line elements according to JPL's Deep Space Network specifications and procedures.
- B. Assembly and installation of precision rigid and semi-rigid coaxial transmission line and connectors. The contractor shall follow formal industry standards practices and dimensional tolerances for the assembly of precision coaxial transmission line and components to include the following: 3.5mm, precision Type N, APC 7, precision SOL semi-rigid, precision EIA and 7/16 Din connectors. These procedures must be approved by the COR.
- C. Installation and maintenance of dry air pressurization, and pressure distribution systems utilized in conjunction with waveguides and coaxial transmission lines.
- D. Measurement of the electrical characteristics of transmission lines. The contractor shall test the existing cables periodically to ensure that characteristics such as VSWR and Insertion Loss continue to meet the established and documented specifications over the frequency range of 20 MHz to 20 Ghz. The contractor shall document the information in letterform in accordance with DD Form 1423, Contract Data Requirements List (CDRL).
- E. Machine components and fabricate special feed systems and subsystems. Since this will involve custom hardware, the contractor shall be capable of machining parts to close tolerance (0.0005 inches),

provide suitable materials, and provide personnel experienced in such installations.

- F. Installation and collimation of feed horns, and RF line elements at the focal point of all the antenna systems in order to obtain the highest efficiency and lowest possible system noise temperature.

## 2.2 Fabrication, Modification, Installation and Testing of Position Controls and Fixtures

The contractor shall fabricate and install collimation mounts, and fixtures on several local permanently installed antennas and the transportable antenna systems as required. This capability must also extend to several systems located OCONUS. There will be an understandable delay in implementation of this equipment at remote locations due to logistics. Since this will involve custom hardware, the contractor shall be capable of machining parts to close tolerance, providing suitable materials, and providing personnel experienced in such installations. Contractor personnel will be required to perform installations at both the La Plata and OCONUS facilities. In addition, the contractor shall design, fabricate, and install various types of control systems utilizing electromechanical devices, e.g., relays, stepping motors, linear actuators, and other similar devices in accordance with requirements set forth by the mission. Also, signal acquisition equipment designed by NRL Scientists shall be fabricated and tested for proper operation before final implementation.

The contractor shall perform the following:

- A. Design and fabricate indexing feed mount fixtures, which will enable feed horns to be accurately positioned in the X, Y, and Z-axis. Rotation and positioning of feed horns at the focal point shall be by electromechanical control techniques.
- B. Fabricate and test microwave feed systems, designed by NRL engineers, for installation in any of the antenna systems associated with the Pomonkey Facility. Upon completion of the construction process the feed system shall be completely tested in an NRL Anechoic Chamber for proper operation and characteristics. The contractor will be required to correct any deficiencies noted during chamber testing.
- C. Install devices to control and/or indicate antenna travel limits, sector status, pedestal level, and other types of monitoring systems to improve antenna performance.
- D. Test, calibrate and troubleshoot electronic/electrical instrumentation and controls. Numerous one of a kind pieces of equipment designed and fabricated by vendors such as Scientific Atlanta Inc., Vertex

Communications Inc., and H.S. Allison Inc., require calibration and/or repair periodically.

- E. The linear and rotational position of feed systems shall be controlled by and/or reported to the operator (s). The contractor shall design and fabricate special components, install these components, and after installation test all feed positioning systems for proper operation.

### 2.3 Modification and Improvement of the Permanent Antenna Systems, and Transportable Antenna Systems Instrumentation Facilities

The contractor shall prepare a written outline of the proposed changes to the permanent systems and transportable system's instrumentation facilities that will be necessary to implement the addition or modification of equipment in accordance with DD Form 1423, Contract Data Requirements List (CDRL). After approval by the COR, the contractor shall proceed to implement the modifications.

The contractor shall perform the following tasks:

- A. Design, fabricate, and install brackets, mounting fixtures, etc.; made of approved materials with the concurrence of the COR, install electronic equipment to withstand maximum accelerations encountered in orbital tracking of low earth satellites and decelerations as a result of emergency stops.
- B. Design, fabricate, and install custom metal railing, metal decking, metal ladders, stable platforms, etc.; as required to provide access to the facility for equipment modifications by test personnel. The work must be performed on structures which may rise 135 feet above ground. The contractor shall provide and utilize OSHA approved safety equipment as required by government regulations. This includes lifting straps, chains, harnesses, and auxiliary safety equipment. In addition, much of this work requires the use of safety harnesses to support personnel, during equipment installation, as well as the ability to rig heavy equipment to be maneuvered to the final physical location manually.
- C. Install special control and signal cables to meet high-speed data communication requirements in support NRL Pomonkey antenna systems' sensing and control systems. The type of cables to be installed will vary from shielded multi-conductor copper control cables, low loss microwave and RF Cable, and single/multi-mode fiber-optic cables with modems. Cables will be constructed and tested on site unless pre-terminated cables can be purchased that meet the required specifications.

- D. Relocate, reconfigure, recalibrate and upgrade electronic data acquisition instrumentation to meet changing requirements in the operations facilities of the associated antenna systems. The contractor shall supply all cabling required unless otherwise specified by the COR. The contractor shall maintain drawings and cable lists that reflect the current status of the equipment. This documentation will be maintained at level of detail adequate for an individual unfamiliar with the system to be able to troubleshoot and plan reconfigurations on these complex working systems. The contractor shall document equipment performance and test results and submit this documentation to the COR in accordance with the CDRL.

#### 2.4 Maintenance Support for the Pomonkey Facility

- A. The contractor shall maintain a logbook of all routine, scheduled, and special (emergency, unexpected requirements, etc.) maintenance activities associated with the Pomonkey Facility. These logbooks must be maintained in accordance with accepted standards and procedures set forth by the Pomonkey Facility. They will also be randomly reviewed for accuracy by the COR. Upon completion of the contract, the logbooks must be provided to the COR. A separate book is required for each of the following systems:
  - B. Local antenna systems: It shall be required that all preventative maintenance be performed on a timely basis (within plus or minus ten (10) days from the first of every month). This will include following the recommended schedule from the antenna manufacturer. There is a monthly, quarterly, semi-annual, and annual schedule, which require lubrication, verifying gear box alignments, adjusting brakes, testing torque couplers, and calibration of the system. Secondary to the general maintenance there is a requirement annually for pressure washing each system and painting as necessary. Painting shall be done in accordance with the antenna manufacturer specifications.
  - C. OCONUS antenna systems: It shall be required that all preventative maintenance be performed on a bi-annual basis. Because of extenuating circumstances, the scheduled maintenance for these systems will be condensed into two major activities each year. The monthly, quarterly, semi-annual, and annual schedule shall be condensed into one complete PM event every six months. Secondary to the general maintenance there is a requirement annually for pressure washing each system and painting as necessary. Painting shall be done in accordance with the antenna manufacturer specifications.
  - D. In order to maintain the safety of equipment and personnel the contractor shall provide devices to monitor the position and status of

the antenna and its operating systems. For example, antenna travel limits, sector indicators, pedestal level, and other types of monitoring systems shall be designated by the COR and must be added by the contractor to improve the antenna system. The examples stated are critical to monitoring the operation of the antenna systems' movements and preventing catastrophic and life threatening situations during operations.

- E. Any subsystems designed by the contractor for the Pomonkey Facility must be completely documented and approved by the COR. This includes a complete operational description, assembly drawings, parts list, and schematic diagrams. The contractor shall submit this documentation in accordance with the CDRL.
- F. The contractor shall perform tower maintenance on the 120-foot UHF tower using guidelines set forth in the Rohn Tower Systems Handbook. The tower maintenance shall include verifying guide wire tension and adjusting as necessary.
- G. The contractor shall maintain, test and repair the fiber optic network, as necessary, in accordance with industry standard regarding fiber optic procedures and AT&T requirements. As the facility continues to expand this network will need to grow to meet the operational requirement of the sponsor. The installation of new fiber and associated equipment will become necessary to insure 24-hour continuous operation at the Pomonkey Facility.
- H. The contractor shall maintain the AT&T Merlin Legend telephone system in accordance with AT&T specifications. The site telephone/intercom system must be maintained and tested periodically to verify 24-hour operation. This involves testing the mainframe and individual sets as well as modem and fax lines. The contractor shall interface with AT&T and/or Verizon for verification of the status of the T-1 lines utilized on site.
- I. The contractor shall maintain numerous power back-up systems and generators manufactured by numerous vendors. These systems require periodic maintenance and testing to provide 24-hour operation.
- J. The contractor shall provide support for each of the antenna systems and control facilities associated with the NRL Pomonkey Facility to insure operational readiness requirements are observed. Quick response capabilities from the contractor are a necessity in order to meet the level of effort requirements set forth by the sponsor for specific operations. Required response times will vary according to each specific requirement. Generally, critical failures at the La Plata facility must be addressed by the contractor within a 24-hour timeframe. OCONUS failures will be addressed by the contractor at

the earliest possible date that can be accommodated by flight arrangements.

- K. The contractor shall provide maintenance and support for various size Radomes. These units range in size from 6 to 40 meters in diameter and include ventilation systems, aircraft warning lights, and lightning protection. Both solid and space frame designs are utilized. Maintenance includes cleaning and painting as required. Repair of damaged panels shall be done immediately.

NOTE: The government will not provide and will not be responsible for any training required for satisfactory performance of contractor requirements under tasks 2.1 through 2.4.









CONTRACT DATA REQUIREMENTS LIST <i>(2 Data Items)</i>						Form Approved OMB No. 0704-0188		
<p>The 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 the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.</p>								
A. CONTRACT LINE ITEM NO. 0003		B. EXHIBIT A		C. CATEGORY: TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>				
D. SYSTEM/ITEM Maintenance of R&D Equipment			E. CONTRACT/PR NO. 81-0636-10		F. CONTRACTOR			
1. DATA ITEM NO. A007	2. TITLE OF DATA ITEM Other Deliverables Required Under Task Orders				3. SUBTITLE			
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE CLIN 0003		6. REQUIRING OFFICE NRL Code 8124 (COR)			
7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION see block16		14. DISTRIBUTION			
8. APP CODE N		11. AS OF DATE N/A	13. DATE OF SUBSEQUENT SUBMISSION see block16		a. ADDRESSEE		b. COPIES	
16. REMARKS As required under each Task Order in accordance with the Task Order Statement of Work.  ** A DD 250 is required only for acceptance by the COR. The Contractor shall deliver any other deliverable as may be required under each individual task order, as applicable.					NRL Code 8124	Draft	Final	
							Reg	Repro
					15. TOTAL	0	1	0
1. DATA ITEM NO.	2. TITLE OF DATA ITEM			3. SUBTITLE				
4. AUTHORITY (Data Acquisition Document No.)			5. CONTRACT REFERENCE		6. REQUIRING OFFICE			
7. DD 250 REQ	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	
16. REMARKS						Draft	Final	
							Reg	Repro
					15. TOTAL	0	0	0
G. PREPARED BY Code 8124			H. DATE 06/10/10	I. APPROVED BY		J. DATE		

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

## PERSONNEL QUALIFICATIONS

The following paragraphs set forth the minimum requirements that are desired to perform the tasks set forth in the Statement of Work. The contractor should be capable of providing the personnel as directed by the Contracting Officer's Representative (COR) in the following categories and with the experience indicated.

### (Key) Modelmaker

The Modelmaker should possess (a) full certification as a journeyman machinist And a High School Diploma/GED; and (b) a minimum of ten years experience as a mechanical Modelmaker, designer, and fabricator using metal and wood, plus an additional six years as a machinist apprentice. The Modelmaker is required to have a broad knowledge of mechanical, electromechanical and hydraulic principles as it concerns machinery and laboratory apparatus, maintenance and repair. Work demands ability to use the full variety of the regular and specially adapted tools of the machinist trade plus the ability to locate the source of defective operation or cause of breakdown of machinery or laboratory equipment and to use special skills to repair and maintain this equipment in the best working condition. This person must be proficient in the use of the following equipment: Engine Lathe, Turret Lathe, Milling Machine, Drill Press, Planer, Shaper, Grinder, and Boring Mill (Horizontal and Vertical). The Modelmaker shall be required to install, repair, adjust, test and maintain scientific equipment designed basically on mechanical principles. Using the knowledge gained through work experience, or OJT, of machines, mechanical and hydraulic principles, the Modelmaker shall locate sources of defective operation or causes of system errors. The Modelmaker must be capable of disassembly of equipment; repair or manufacture and replace defective machine parts; overhaul of various interrelated systems in complex machinery such as power drive, transmissions, speed reduction or acceleration mechanisms; and repair and dynamically balance shafts and other rotating parts. In addition, the Modelmaker should be thoroughly experienced in the following areas: (a) fabrication of fixtures for mounting feed horns, and installation and precision alignment of feed horns for maximum efficiency as required by the statement of work; (b) precision machining, cable installation, and general site work as required by the statement of work. The Modelmaker must be capable of working to a tolerance of 0.0005 inches.

### Electromechanical Specialist

The Electromechanical Specialist should possess: (a) a Certification from a four year technical school and a High School diploma/GED; and (b) a minimum of ten years experience as an Electromechanical Specialist, including five years experience climbing towers or similar structures and using OSHA approved safety equipment at high elevations (up to 135 feet). The Electromechanical

Specialist is required to have a broad knowledge of mechanical and electrical principles as it concerns antenna tracking systems and scientific microwave equipment, including the maintenance and repair of similar equipment. Work demands ability to use a wide variety of electronic test equipment as well as mechanical measurement equipment to verify proper operation and test modifications of, or improvements to, the facility. In addition, knowledge in troubleshooting mechanical, electrical, and servo mechanisms to the component level is required to locate sources of defective operation or cause of breakdown of machinery or laboratory equipment and to use special skills to repair and maintain this equipment in the best working condition. The Electromechanical Specialist must be proficient in the use of the following equipment: Spectrum Analyzers, Power Meters, Function Generators, Line Elements, Time Domain Reflectometers, Digital Volt Meters, Servo Response Recorders, and Soldering/Desoldering Stations. The Electromechanical Specialist shall install, repair, adjust, test and maintain scientific equipment designed on electromechanical principles such as: Microwave components (i.e. transmitters, waveguide, transmission lines), servo control systems, remote sensing systems and thermal systems, as well as, hydraulic, pneumatic, gear driven and thermal systems. Using the knowledge gained through work experience, or OJT, of electronics, as well as, mechanical and hydraulic principles, the Electromechanical Specialist shall locate sources of defective operation or causes of system errors. The Electromechanical Specialist must be capable of disassembly of equipment, repairs or manufactures and replaces defective machine parts, adjust and re-align gear trains, shafts, bearings, and similar parts, adjust clearances and resets any maladjustment on any mechanical device utilized in servo control systems. The Electromechanical Specialist must also be capable of precision microwave transmission line assembly and installation, as well as, troubleshooting of existing RF circuits, and use the standards set forth in the NASA Deep Space Network for the installation of all waveguide components. In addition, the Electromechanical Specialist should be thoroughly experienced in the following areas: maintenance and operation of servo drive systems utilized in elevation over azimuth tracking antenna pedestals; design, fabrication, and installation of devices utilizing electromechanical components for control; operation and maintenance of very large FMLA parabolic antenna systems such as Vertex Communication Systems Inc. Antenna Tracking Systems; general operation and maintenance of Scientific-Atlanta Inc. full motion elevation over azimuth Antenna Tracking Systems; general operation and maintenance of Kingpost mount Elevation over Azimuth antenna systems; assembly and installation of precision waveguide and coaxial cable assemblies as applied to JPL's Deep Space Network requirements; installation and maintenance of various size antenna radomes; backup Generator Systems including installation, test and repair; AT&T telephone systems including installation, test and repair.

Antenna Support Personnel

The Antenna Support Personnel should possess: (a) a High School Diploma/GED; and (b) a minimum of five years experience in the antenna construction trade. This experience should include structural steel fabrication and welding, and two years experience climbing towers or similar structures using OSHA approved safety equipment at high elevations (up to 135 feet). The Antenna Support Personnel are required to have a broad knowledge of mechanical and electrical construction principles as it applies to antenna tracking systems, and a background in mechanical assembly and steel construction. Work demands a knowledge of basic troubleshooting of mechanical and electrical systems to locate potentially defective components. The Antenna Support Personnel must be proficient in the use of the following equipment: Hand Tools; Power Equipment; Welders, MIG and TIG; Digital Volt Meters; and Soldering/Desoldering Stations. The Antenna Support Personnel shall repair, adjust, test and maintain various antenna systems and support facilities. The Antenna Support Personnel must be capable of disassembly of equipment; repair or manufacture and replace defective machine parts; and assist in the adjustment and re-aligning of gear trains, shafts, bearings, and similar parts. In addition, Antenna Support Personnel should be experienced in the following areas: general operation and maintenance of Vertex Communication Systems Inc. Antenna Tracking Systems; general operation and maintenance of Scientific-Atlanta Inc. full motion elevation over azimuth Antenna Tracking Systems; general operation and maintenance of Kingpost mount Elevation over Azimuth antenna systems; installation and maintenance of various size antenna radomes; and backup Generator Systems operation.