SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) | RATING | PAGE OF PAGES

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N00173-11-R-TA07	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)		71-3030-11

7. ISSUED BY CODE N00173

Contracting Officer
Naval Research Laboratory
4555 Overlook Ave. SW
Washington DC 20375-5320

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 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 222, Room 115 until 2:00PM *(Hour)* local time 05/23/2011 *(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	B. TELEPHONE *(NO COLLECT CALLS)*			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Tommy R. Albrecht	202	404-3469		tommy.albrecht@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)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

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

15A. NAME AND ADDRESS OF OFFEROR — CODE _____ FACILITY _____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

AWARD *(To be completed by Government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE _____

25. PAYMENT WILL BE MADE BY CODE _____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

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

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

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT AMOUNT	TOTAL AMOUNT
0001	The Contractor shall provide an AUV Low Frequency Towed Array in accordance with Section C.	1.	EA.		

TOTAL DOLLAR AMOUNT FOR CLINs*: $

*CONTRACT LINE ITEM NUMBER

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 Items furnished under this contract shall comply with Attachment (1), Specifications with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

SECTION D
PACKAGING AND MARKING

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

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

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE		TITLE
52.246-2	-	Inspection Of Supplies - Fixed -Price (AUG 1996)
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
52.211-16	-	Variation In Quantity (APR 1984) - The permissible variation shall be limited to: Percent increase (fill in _____0_____) Percent decrease (fill in _____0_____) This increase or decrease shall apply to _____.
52.211-17	-	Delivery Of Excess Quantities (SEP 1989)
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 FAR 52.211-8 - TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

REQUIRED DELIVERY SCHEDULE		
[Contracting Officer insert specific details]		
Item No.	Quantity	Within Days After Date Of Contract
0001	1 EA	180

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE		
Item No.	Quantity	Within Days After Date Of Contract

Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

(c) The principal place of performance of this contract shall be the contractors facility.

F-3 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer
Naval Research Laboratory
Contract Number
ATTN:*{name of Technical ManageR or cor}
CODE: *{FILL IN}
LOCATION: *
Bldg. 49
4555 Overlook Avenue, SW
Washington DC 20375-5320

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

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

a. Contractor Inquiries:

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

b. Administrative Contracting Officer Inquiries:

Contract Specialist – Tommy R. Albrecht, tommy.albrecht@NRL.NAVY.MIL, (202) 404-3469.

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

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

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

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

G-2 PAYMENT AND INVOICE 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.**

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 invoice. If more than one ACRN is cited, the invoice 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 3rd character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 17<u>8</u>1319 for FY 2008 and 17<u>9</u>1319 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.

ROUTING TABLE DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	☒ Invoice and Receiving Report (COMBO)

	☐ Invoice as 2-in-1 (services only)
Contract Number	N00173-11-
Issued By DoDAAC	N00173
Admin By DoDAAC	{Fill In}
Pay DoDAAC	{Fill In}
LPO	N00173
Ship To DoDAAC	N00173 Extension {Fill In 4 digit Division Code
Service Acceptor	N00173 Extension {Fill In 4 digit Division Code
CAGE Code	{Fill In}

IMPORTANT: When 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.

Send More Email Notifications	
Acceptor email	{Fill In COR/acceptor} @nrl.navy.mil

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 : 1-800-251-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)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 UNCLASSIFIED CONTRACT

This is an unclassified contract. Therefore, access to classified information or work in a classified area is not authorized.

H-3 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-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 (OCT 2010)
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 (Oct 2010)
52.204-4	-	Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.204-7	-	Central Contractor Registration (APR 2008)
52.204-10	-	Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)
52.209-6	-	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
52.211-5	-	Material Requirements (AUG 2000)
52.211-15	-	Defense Priority And Allocation Requirements (APR 2008)
52.215-2	-	Audit And Records-Negotiation (OCT 2010)
52.215-8	-	Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-14	-	Integrity Of Unit Prices (OCT 2010)
52.215-17	-	Waiver Of Facilities Capital Cost Of Money(OCT 1997) (will be included if the successful offeror does not propose facilities capital cost of money)
52.215-21	-	Requirements For Cost Or Pricing Data Or Information Other Than Cost Or Pricing Data -Modifications (OCT 2010)
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 (OCT 2010)
52.222-21	-	Prohibition of Segregated Facilities (FEB 1999)
52.222-26	-	Equal Opportunity (MAR 2007)
52.222-35	-	Equal Opportunity For Veterans (SEP 2010)
52.222-36	-	Affirmative Action For Workers With Disabilities (OCT 2010)
52.222-37	-	Employment Reports On Veterans (SEP 2010)
52.222-50	-	Combating Trafficking In Persons (FEB 2009)
52.222-54		Employment Eligibility Verification (Jan 2009)
52.223-6	-	Drug-Free Workplace (MAY 2001)
52.223-14	-	Toxic Chemical Release Reporting (AUG 2003)
52.223-18	-	Contractor Policy to Ban Text Messaging While Driving (Sep 2010)
52.225-13	-	Restrictions On Certain Foreign Purchases (JUNE 2008)
52.225-25	-	Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (Sep 2010)
52.227-1	-	Authorization And Consent (DEC 2007)
52.227-2	-	Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
52.227-3	-	Patent Indemnity (APR 1984)
52.229-3	-	Federal, State, And Local Taxes (APR 2003)
52.232-1	-	Payments (APR 1984)
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)
52.232-16	-	Progress Payments (Jul 2010) Alternate I (MAR 2000)
52.232-17	-	Interest (OCT 2010)
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)
52.242-13	-	Bankruptcy (JUL 1995)
52.243-1	-	Changes - Fixed Price (AUG 1987)
52.244-6	-	Subcontracts For Commercial Items (OCT 2010)
52.246-24	-	Limitation Of Liability - High-Value Items (FEB 1997)
52.248-1	-	Value Engineering (OCT 2010)
52.249-2	-	Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
52.249-8	-	Default (Fixed-Price Supply And Service) (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)
252.204-7003 - 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)

252.209-7004 - 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)))
252.211-7008 - Use of Government-Assigned Serial Numbers (SEP 2010)
252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
252.225-7012 - Preference For Certain Domestic Commodities (DEC 2008)
252.225-7013 - Duty-Free Entry (DEC 2009)

252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006)

252.225-7021 - Trade Agreements (NOV 2009)
252.225-7025 - Restriction On Acquisition Of Forgings (DEC 2009)
252.227-7013 - Rights In Technical Data -- Noncommercial Items (MAR 20011)
252.227-7016 - Rights In Bid or Proposal Information (JAN 2011)
252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
252.231-7000 - Supplemental Cost Principles (DEC 1991)
252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
252.232-7004 - DoD Progress Payment Rates (OCT 2001)
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) (NOV 2010)
252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
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/sizestandardstopics/ .

(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 –
Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
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).

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

J-1 Attachment (1) – Specifications – 2 Pages, With Exhibit A- DD FORM 1423, Contract Data Requirements – 1 Page

J-2 Attachment (2) – Accounting and Appropriations Data – 1 Page

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 52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010)

(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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
[_] (i) Paragraph (d) applies.
[_] (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed $150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than $25,000, the basic provision applies.

(B) If the acquisition value is $25,000 or more but is less than $50,000, the provision with its Alternate I applies.

(C) If the acquisition value is $50,000 or more but is less than $67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification.

(xix) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

[Contracting Officer check as appropriate.]

___ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

___ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

___ (iii) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

___ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

___ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

___ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

___ (ix) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) 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 that apply to this solicitation as indicated in paragraph (c) of this provision 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.
(End of Provision)

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 333314
(2) The small business size standard is 500

K-4 52.209-7 –INFORMATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a) *Definitions*. As used in this provision—

"Administrative proceeding" means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than $10,000,000" means—

(1) The total value of all current, active contracts and grants, including all priced options; and

(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

(b) The offeror ☐ has ☐ does not have current active Federal contracts and grants with total value greater than $10,000,000.

(c) If the offeror checked "has" in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of $5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of $100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall enter the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at http://www.ccr.gov (see 52.204-7).

"Principal" means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(End of provision)

K-5 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (MAY 2010)

As prescribed in 204.1202, substitute the following paragraph (d) for paragraph (d)

of the provision at FAR 52.204-8:

(d) The offeror has completed the annual representations and certifications

electronically via the Online Representations and Certifications Application (ORCA) website at https://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/DFARS 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-6 - 252.225-7031 SECONDARY ARAB BOYCOTT OF ISRAEL (JUN 2005)

(A) *DEFINITIONS.* AS USED IN THIS PROVISION—

(1) "FOREIGN PERSON" MEANS ANY PERSON (INCLUDING ANY INDIVIDUAL, PARTNERSHIP, CORPORATION, OR OTHER FORM OF ASSOCIATION) OTHER THAN A UNITED STATES PERSON.

(2) "UNITED STATES" MEANS THE 50 STATES, THE DISTRICT OF COLUMBIA, OUTLYING AREAS, AND THE OUTER CONTINENTAL SHELF AS DEFINED IN 43 U.S.C. 1331.

(3) "UNITED STATES PERSON" IS DEFINED IN 50 U.S.C. APP. 2415(2) AND MEANS—

(I) ANY UNITED STATES RESIDENT OR NATIONAL (OTHER THAN AN INDIVIDUAL RESIDENT OUTSIDE THE UNITED STATES WHO IS EMPLOYED BY OTHER THAN A UNITED STATES PERSON);

(II) ANY DOMESTIC CONCERN (INCLUDING ANY PERMANENT DOMESTIC ESTABLISHMENT OF ANY FOREIGN CONCERN); AND

(III) ANY FOREIGN SUBSIDIARY OR AFFILIATE (INCLUDING ANY PERMANENT FOREIGN ESTABLISHMENT) OF ANY DOMESTIC CONCERN THAT IS CONTROLLED IN FACT BY SUCH DOMESTIC CONCERN.

(B) *CERTIFICATION.* IF THE OFFEROR IS A FOREIGN PERSON, THE OFFEROR CERTIFIES, BY SUBMISSION OF AN OFFER, THAT IT—

(1) DOES NOT COMPLY WITH THE SECONDARY ARAB BOYCOTT OF ISRAEL; AND

(2) IS NOT TAKING OR KNOWINGLY AGREEING TO TAKE ANY ACTION, WITH RESPECT TO THE SECONDARY BOYCOTT OF ISRAEL BY ARAB COUNTRIES, WHICH 50 U.S.C. APP. 2407(A) PROHIBITS A UNITED STATES PERSON FROM TAKING.

(END OF PROVISION)

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

FAR CLAUSE		TITLE
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.232-13	-	Notice Of Progress Payments (APR 1984)

DFAR CLAUSE		TITLE
252.209-7001	-	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
252.211-7005	-	Substitutions For Military Or Federal Specifications And Standards (FEB 2003)

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
RFP No. N00173-11-R-TA7 Closing Date: 05/23/2011 Time: 2:00 PM
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-2FAR 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-3FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010)ALTERNATE IV (OCT 2010)

(a)Submission of cost or pricing data is not required.
(b)Provide data described below :
Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same of similar items, or the projected costs of fabricating and installing the item (material costs, labor costs, etc).

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

The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.

L-5FAR 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-5FAR 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-6INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award.* Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-7PROPOSAL 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. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-8VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 1 COPY.

TECHNICAL MERIT

Address all required components detailed in the specifications.

Address NRL's requirement that this equipment is delivered rapidly. A short delivery time ARO is preferred.

MANAGERIAL APPROACH

The proposal will provide a managerial plan for accomplishing the tasks spelled out in the RFP. This plan will include a proposed delivery schedule, manufacturing plan, and quality assurance plan.

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 2 contracts or subcontracts completed by the offeror or predecessor companies during the past 2 years for services similar in nature to this requirement. Include in the 2 any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous

or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

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

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at http://heron.nrl.navy.mil/contracts/home.htm is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.
(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-9VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 1 COPIES

PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information . The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the price.

SECTION M
EVALUATION FACTORS FOR AWARD

M-1EVALUATION

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-2EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor. Of the two technical sub factors, technical merit is more important than managerial approach.

Panel members will rate each technical sub-factor using the following adjectives and their descriptions:

Rating	Description
Excellent	Excellent reflects a clear and comprehensive understanding of the requirements. Demonstrates superior capability to fully accomplish the requirements. Any weaknesses noted are only minor. Consistently high quality performance can be expected. In a numerical system, Excellent is equivalent to a 9-10 score.
Good	Good reflects a good understanding of the requirements. Some areas of weakness and deficiency noted. Deficiencies can be corrected without major revision of the proposal. Acceptable performance can be expected. In a numerical scoring system, Good is equivalent to a 8-8.9 score.
Fair	Fair reflects an adequate understanding of the minimum requirements. Quality is borderline. Several weaknesses and deficiencies noted. Correction of deficiencies would require revision of the proposal. Acceptable performance is questionable. However, proposal is susceptible to being made acceptable. In a numerical scoring system, Fair is equivalent to a 5-7.9 score.
Unacceptable	Unacceptable reflects a poor understanding of the requirement. Fails to comply with basic RFP instructions regarding submission of proposals. Proposal cannot be expected to meet the stated minimum requirements without major revisions which would amount to submission of a new proposal. Proposal is not susceptible to being made acceptable. In a numerical scoring system, Unacceptable is equivalent to a 0-4.9 score.

M-2-1. TECHNICAL/MANAGEMENT

(1) TECHNICAL MERIT

The proposal will be evaluated on the offeror's technical approach and demonstrated ability to meet the requirements of the specifications as stated in the RFP. The offeror's responses to the technical requirements stated in the RFP are conceptually sound and indicate a high probability of fully satisfying all requirements within the time and effort stated in the RFP. The offeror's proposal contains complete descriptions of logical, feasible, and/or innovative methodological approaches for meeting the requirements of this solicitation. The proposal is clearly written and innovative. Man-loading is reasonable and the proposed milestones are attainable for the work effort proposed. Little or no clarification or further information is required from the offeror.

(2) MANAGEMENT

The proposal will be evaluated on the offeror's proposed managerial approach to successfully completing the program. The offeror's proposed organizational plan for any resulting contract is indicative of a high level of efficiency, effectiveness, and economical performance. The offeror's proposed schedule, manufacturing plan, and quality assurance plan demonstrates innovation and a high degree of efficiency. The offeror's internal procedures virtually assure timely responses to NRL's needs on any resulting contract.

M-2-2 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

M-3AWARD BY FULL QUANTITY

An offeror must propose on all items in this solicitation to be eligible for award. Award will be made to that responsible offeror proposing the lowest total price for all items.

TOWED ARRAY SPECIFICATIONS

The towed array system is for use with a low speed AUV. The requirements for the towed array system are as follows:.

The number of hydrophone elements in the acoustic section of the array must be at least 30 and no more than 36. The position of the array must be monitored using two attitude sensors modules located at the ends of the acoustic section of the array. This section must be relatively rigid and straight and must be connected to the AUV by a cable 7 meters long, and having a trailing cable terminated in a drogue as needed to maintain the orientation of the array during tow.

The hydrophone element spacing must be nominally 9.3 cm (8.0 to 9.5 cm permitted) to permit SAS operation to 8 kHz, and resulting in the length of the acoustic section of the array being approximately 3 meters.

The individual hydrophone outputs must be passed to the AUV using separate analog lines. Each 16-channel group must terminate with a Teledyne Impulse MHDO/61 connector with wiring to match the existing connection for AUV receiver channels. Sensor signals from all channels must be recorded simultaneously by the existing AUV processor. The contractor will be provided with the specifications of the existing AUV processor to assist with design of the towed array. The outputs of the hydrophone elements as measured at the AUV connector must be nominally -175 to -195 dB re: V/μPa from 500 Hz to 15 kHz. It must be reasonably flat or only slowly varying over the frequency range of interest; sharp deviations in amplitude or phase (i.e. "spikes" or "drop-outs") are not permissible. Continuation of flat response to 25 kHz is desirable.

The noise floor must be at or below the environmental noise floor at Sea State 1 (SS-1) from 750 Hz to 12 kHz. (Typical values tabulated for SS-1 are nominally 48 dB@ 2 kHz, 41 dB @ 5 kHz and 34 dB @ 15 kHz, where the units are decibels relative to 1 μPa/√Hz.) The above noise floor requirement is for tow speeds up to 3 knots, including all interferences that might appear as signal contaminants or noise.

Two attitude sensor modules must be provided to permit knowledge of the location in space (optimally within +/-1.5 cm) of each hydrophone element relative to the reference point on the AUV tow vehicle at all sampled times. These sensors are to be located at the ends of the active acoustic array. The outputs of the attitude sensors must be configured to permit readouts using one or two of the existing receiver sensor channel. Hence roll, pitch and heading data must be passed to the AUV in a manner analogous to the acoustic hydrophone

data – in the frequency band 750 Hz to 25 kHz, signal level no greater than +/-20 mV, and simultaneous with the collection of the hydrophone data.

The array must be nominally neutrally buoyant, as required to maintain horizontal orientation behind the AUV. The diameter of the array is preferably 5 cm, but not to exceed 7 cm; this size limit is imposed by the allowable drag on the tow vehicle.

Full system operation with minimal change in array sensitivity or characteristics is required over the operating environment range 10 to 200 meter depth and 0 to 30°C temperatures. The system must survive multiple dives to depths of 200 meters without damage.

The contractor will deliver operational manuals with the towed array at the time of delivery.

CONTRACT DATA REQUIREMENTS LIST

Form Approved
OMB No. 0704-0188

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

A. CONTRACT LINE ITEM NO.	B. EXHIBIT	C. CATEGORY:
0001	A	TDP _____ TM _____ OTHER x

D. SYSTEM/ITEM	E. CONTRACT/PR NO.	F. CONTRACTOR
	71-3030-11	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
A001	Operation Manuals		18. ESTIMATED TOTAL PRICE

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
	Specifications Documentations	Code 7100

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT		One Time	
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
			N/A

16. REMARKS
The Contractor shall provide operation manuals for the towed array on the date of delivery.

14. DISTRIBUTION	b. COPIES		
a. ADDRESSEE	Draft	Final Reg	Final Repro
COR 7100		1	
15. TOTAL →	0	1	0

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
			18. ESTIMATED TOTAL PRICE

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
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**

16. REMARKS

14. DISTRIBUTION	b. COPIES		
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1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE	17. PRICE GROUP
			18. ESTIMATED TOTAL PRICE

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G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
Tommy R. Albrecht			