

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 <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	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 _____ 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 _____ until _____ local time _____ (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	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.

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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 <i>(See Section I, Clause No. 52.232-8)</i>	<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 <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <i>(Type or print)</i>	
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15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE	18. OFFER DATE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>					

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)) <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	CODE

26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>	28. AWARD DATE
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IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT AMOUNT	TOTAL AMOUNT
0001	The Contractor shall design, fabricate, and deliver the Main Reflector Engineering Model (MREM) along with its Mechanical Aerospace Ground Equipment (MAGE), Coupons and Material Test Specimens, and Shipping Container in accordance with the specifications.	1	LO	\$	\$
0002	The Contractor shall design, fabricate, and deliver the FM1 Flight Main Reflector (MR) and Cold Sky Reflector (CSR), along with their MAGE, Coupons and Material Test Specimens, and Shipping Containers in accordance with the specifications.	1	LO	\$	\$
0003	The Contractor shall design, fabricate, and deliver the spare Flight Main Reflector (MR) and Cold Sky Reflector (CSR), along with their MAGE, Coupons and Material Test Specimens, and Shipping Containers in accordance with the specifications.	1	LO	\$	\$
0004	The Contractor shall design, fabricate, and deliver the FM2 Flight Main Reflector (MR) and Cold Sky Reflector (CSR), along with their MAGE, Coupons and Material Test Specimens, and Shipping Containers in accordance with the specifications.	1	LO	\$	\$
0005	The Contractor shall deliver the	1	LO	\$	\$

Main Reflector tooling
and the Cold Sky Reflector
tooling in accordance with the
specifications.

0006	The Contractor shall provide Data in accordance with Exhibit A, the DD1423.	1	LO	\$	\$
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TOTAL DOLLAR AMOUNT FOR CLINs*:				\$	\$
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*CONTRACT LINE ITEM NUMBER

**SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

C-1 Items furnished under this contract shall comply with Attachment (1), Statement of Work and Specifications established therein 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 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

- 52.211-17 - 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) ALTERNATE II (APR 1984)

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

REQUIRED DELIVERY SCHEDULE		
<i>[Contracting Officer insert specific details]</i>		
Item No.	Quantity	Delivery Date
0001	ALL	1 October 2012
0002	ALL	1 April 2013
0003	ALL	1 August 2013
0004	ALL	1 December 2013
0005	ALL	NLT 1 December 2018

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	Delivery Date
0001	ALL	
0002	ALL	
0003	ALL	
0004	ALL	
0005	ALL	

- (b) The delivery dates or specific periods above are based on the assumption that the successful offeror will receive notice of award by **15 August 2011**. Each delivery date in the delivery schedule above will be extended by the number of calendar days after the above date that the Contractor receives notice of award, provide, that the Contractor acknowledges receipt of notice of award.

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: *
 CODE: *
 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 – Kirsten Pilkerton, kirsten.pilkerton@nrl.navy.mil, (202) 767-3090

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., 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.

ROUTING TABLE	
DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
Document Type	<input checked="" type="checkbox"/> Invoice and Receiving Report (COMBO) <input type="checkbox"/> Invoice as 2-in-1 (services only)
Contract Number	N00173-11-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
CAGE Code	

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	@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)

G-4 CONTRACT CEILING PRICE

(a) The amount of \$ * is presently available for payment and allotted to this contract. 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 contract 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 contract. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full not-to-exceed amount or to a lesser amount necessary to perform the contract.

(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 contract. 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 contract regardless of anything to the contrary in any other clause or provision of this contract.

(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 contract 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 contract 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 contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract 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 contract.

(g) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to other clause or provisions of this contract.

(* To be filled in at time of award)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 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 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
Program Manager	
Lead Mechanical Engineer	
Lead Structural Analyst	
Lead Production Engineer	
Lead Mechanical Technician	
Lead Test Engineer	

H-5 Export-Controlled Information and Technology

In performing the Contract, the Offeror/Contractor may gain access to or develop information or technology the export of which is controlled under United States laws and regulations. The Offeror/Contractor represents and certifies that it is obligated to and will comply with all applicable United States laws and regulations regarding the export of information and technology before providing or disclosing (anywhere in the world) any export controlled articles, services, or information to any individual or entity (including, but not limited to, the Contractor's employees, affiliates, consultants, and subcontractors at all tiers) that is not a United States person (as defined in the ITAR). Further, this representation and certification shall be required by the Offeror/Contractor from all of its affiliates, consultants, and subcontractors (at all tiers) participating in the Contract..

**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)
- 52.203-13 - Contractor Code Of Business Ethics And Conduct (APR 2010)
- 52.203-14 - Display Of Hot-line Poster(s) (DEC 2007) Fill in for paragraph (b)(3): DoD Inspector General, ATTN: Defense Hotline, 400 Army Navy Drive, Washington, DC 22202-2884.
- 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 (DEC 2010)
- 52.209-9 - Updates of Publicly Available Information Regarding Responsibility Matters (Jan 2011)
- 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)
- 52.215-10 - Price Reduction For Defective Cost Or Pricing Data (OCT 2010)
- 52.215-11 - Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 2010)
- 52.215-12 - Subcontractor Cost Or Pricing Data (OCT 2010)
- 52.215-13 - Subcontractor Cost Or Pricing Data Modifications (OCT 2010)
- 52.215-14 - Integrity Of Unit Prices (OCT 2010)
- 52.215-15 - Pension Adjustments And Asset Reversions (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)*
- 52.215-18 - 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 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)
 - 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 2011) Offeror elects to waive the evaluation preference.
 - 52.219-8 - Utilization Of Small Business Concerns (JAN 2011)(DEVIATION)
 - 52.219-9 - Small Business Subcontracting Plan (JAN 2011)
 - 52.219-16 - Liquidated Damages - Subcontracting Plan (JAN 1999)
 - 52.222-3 - Convict Labor (JUN 2003)
 - 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (JUL 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)
 - 52.222-40 - Notification of Employee Rights Under the National Labor Relations Act (DEC 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) Alternate I (APR 1984)
 - 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
 - 52.227-11 - Patent Rights - Ownership By The Contractor (DEC 2007)
 - 52.229-3 - Federal, State, And Local Taxes (APR 2003)
 - 52.230-2 - Cost Accounting Standards (OCT 2010)
 - 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (OCT 2008)
 - 52.230-6 - Administration Of Cost Accounting Standards (JUN 2010)
 - 52.232-2 - Payments Under Fixed-Price Research And Development Contracts (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)
 - 52.232-17 - 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) Alternate V (APR 1984)
- 52.244-6 - Subcontracts For Commercial Items (DEC 2010) *Alternate I (Jun 2010).*
- 52.245-1 - Government Property (AUG 2010)
- 52.245-9 - Use And Charges (AUG 2010)
- 52.246-18 - Warranty Of Supplies Of A Complex Nature (MAY 2001)
- 52.246-24 - Limitation Of Liability - High-Value Items (FEB 1997)
- 52.247-63 - Preference For U.S.-Flag Air Carriers (JUN 2003)
- 52.247-64 - Preference For Privately Owned U.S. Flag Commercial Vessels (FEB 2006)
- 52.247-66 - Returnable Cylinders (MAY 1994)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-9 - Default (Fixed-Price Research And Development) (APR 1984)
- 52.251-1 - Government Supply Sources (AUG 2010)
- 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)
- 252.203-7003 - -Agency Office of the Inspector General (SEP 2010)
- 252.204-7000 - Disclosure Of Information (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))
- 252.211-7007 - Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
- 252.211-7008 - Use of Government-Assigned Serial Numbers (SEP 2010)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.222-7006 - Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
- 252.222-7999 - Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (FEB 2010)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (Jan 2009)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7009 - Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011)

- 252.225-7012 - Preference For Certain Domestic Commodities (DEC 2008)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (DEC 2010)
- 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)
- 252.227-7016 - Rights In Bid or Proposal Information (JAN 2011)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7038 - Patent Rights--Ownership By The Contractor (Large Business) (DEC 2007)
- 252.227-7039 - Patents--Reporting of Subject Inventions (APR 1990)
- 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.235-7010 - Acknowledgment of Support and Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 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)
- 252.245-7001 - Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)
- 252.245-7002 - Reporting Loss of Government Property (FEB 2011)
- 252.246-7001 - Warranty Of Data (DEC 1991) Alternate II (DEC 1991)
- 252.246-7003 - Notification Of Potential Safety Issues (JAN 2007))
- 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).

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

SECTION J

LIST OF ATTACHMENTS

- J-1** Attachment (1) - Statement of Work - 16 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 7 Pages.
- J-2** Attachment (2) – Specifications(Reserved), Export-Controlled Information and Technology Certification, 1 Page .
- J-3** Attachment (3) – Key Performance Parameters (Reserved)
- J-4** Attachment (4) – Accounting and Appropriation Data, 1 page.*

(* To be included at time of award)

PART IV - REPRESENTATIONS AND INSTRUCTIONS**SECTION K****REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS****K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

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 (JAN 2011)

(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 _____ *[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) 52.219-22, Small Disadvantaged Business Status.

___ (A) Basic.

___ (B) Alternate I.

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

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

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

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

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

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 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 541712.
- (2) The small business size standard is 1000 Employees.

K-4 52.209-7 –INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)

(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).

“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).

(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 post 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).

(End of provision)

K-5 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

* (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and
Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

* (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address
of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

* (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

* (4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

* The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

* yes * no

(End of Provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

* (5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

* (i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

* (ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed: _____

K-6 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[] Yes [] No

If the offeror checked “Yes” above, the offeror shall—

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

K-7 252.204-7007 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-8 252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT. JUN 2010)

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

(1) “Effectively owned or controlled” means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror’s officers or a majority of the Offeror’s board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) “Entity controlled by a foreign government”—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled

cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure

(Name and Phone Number with Country Code, City Code

and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

**K-9252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE.(DEC 2009)**

(a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

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

(ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number

Country of Origin

(3) The following end products are other foreign end products, including end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number

Country of Origin (If known)

(End of provision)

K-10 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE CERTIFICATE. (JUL 2009)

(a) *Definitions.* "Commercial derivative military article," "commercially available off-the-shelf item," "produce," "required form," and "specialty metal," as used in this provision, have the meanings given in the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled "Restriction on Acquisition of Certain Articles Containing Specialty Metals" (DFARS 252.225-7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

_____.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use

during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

K-11 - 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

- | | | |
|-----------|---|--|
| 52.211-2 | - | Availability Of Specifications Listed In The DOD Index Of Specifications And Standards (DODISS) And Descriptions Listed In The Acquisition Management Systems And Data Requirements Control List, DOD 5010.12-L (DEC 2003) |
| 52.215-1 | - | Instructions To Offerors- Competitive Acquisition (JAN 2004) |
| 52.215-16 | - | Facilities Capital Cost Of Money (JUN 2003) |

DFAR CLAUSE TITLE

- | | | |
|--------------|---|--|
| 252.209-7001 | - | Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009) |
|--------------|---|--|

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-KS04

Naval Research Laboratory

4555 Overlook Avenue, S.W.

Washington, D.C. 20375

Closing Date: 6/13/2011 Time: 12:00 Noon

Local Time

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>

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 2010)

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

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the

instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(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.

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

The Government contemplates award of a Firm Fixed Price contract 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 (JAN 2011)

(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 Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation 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 Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation 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 Innovation 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 GOVERNMENT-FURNISHED PROPERTY

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

L-9 INQUIRIES 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-10 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 - The technical/management proposal is limited to thirty (30) pages in length, not including the submission of resumes and the compliance matrix. 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-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL, THREE (3) COPIES, AND 1 ELECTRONIC COPY (MICROSOFT WORD OR ADOBE ACROBAT COMPATIBLE) .

- (1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work.
- (2) The following information is required for evaluation of your technical/management :

KEY PERSONNEL

Offerors shall submit sufficient information to support key personnel experience in managing and executing programs similar in nature, size, scope and complexity to those contained in the Statement of Work.

Sub-factor 1 – Key Personnel Plan

Offerors shall provide a key personnel plan that shows their capability of completing the requirements as defined in the Statement of Work and Specifications. The plan shall identify the key personnel proposed by both their names and positions, their qualifications, and their level of effort and/or availability from the start of work through its completion.

Sub-factor 2 – Program Manager Experience/Availability

Offerors shall detail the Program Manager's previous relevant experience managing similar programs. Offerors shall detail the Program Manager's qualifications and commitment to the program and ability to efficiently execute the program.

Sub-factor 3 – Key Personnel Experience

Offerors shall submit Key Personnel resumes supporting their experience in managing and executing programs and platforms similar in size, scope and complexity to those contained in the Statement of Work.

MIS REFLECTOR IMPLEMENTATION TECHNICAL PERFORMANCE MERIT

Offerors shall submit a technical proposal that details the technical and manufacturing approach to providing viable Main and Cold Sky Reflectors that meets all requirements defined in the Specifications. Offerors shall provide a compliance matrix assessing each requirement in the specification, the method of verification, and any brief comments and/or risks if necessary. Offerors shall address each of the Key Performance Parameters (KPP) in much more detail. Offerors shall identify key risks and the overall risk posture for the approach in the context of a Class 1 Operational Program.

Sub-factor 1 – Technical Approach

Offerors shall submit sufficient documentation to support their ability to provide viable Main and Cold Sky Reflectors that meet or exceed the requirements as defined in the Statement of Work and Specifications. Offerors shall identify key risks, their mitigation, and the overall risk posture for the approach in the context of a Class 1 Operational Program.

Sub-factor 2 – Performance Test and Analysis Plan

Offerors shall provide a performance test and analysis plan that will demonstrate the required performance as defined in the Statement of Work and Specifications. The plan shall address how the requirements of on-orbit geometry and surface accuracy, ability to withstand the environments, and coating performance will be validated through a combination of test and analysis.

PROGRAM AND SUBCONTRACTOR MANAGEMENT PLANS

Offerors shall submit sufficient documentation to support their Program Execution and Subcontractor Management Plans.

Sub-factor 1 – Program Execution Plan

Offerors shall provide a program execution plan. The plan shall detail the use of the Engineering Model to burn down risk and the ability of the flight unit to be delivered in a timely and effective fashion. The plan shall also integrate critical subcontracts, such as reflector coating and verification.

Sub-factor 2 – Subcontractor Management Plan

Offerors shall provide a subcontractor management plan. The plan shall identify key and/or high risk subcontracts and shall establish a plan to provide oversight that ensures subcontractor success.

SCHEDULE AND SCHEDULE REALISM

Offerors shall submit sufficient documentation to support their ability to meet or exceed the scheduled delivery requirements of the Statement of Work and Specifications. Documentation shall include, but not be limited to, a detailed GANTT schedule that shows appropriate linkages and identifies project critical paths. Documentation shall include a Basis of Estimate, long lead vendor proposed delivery dates, and identification of any schedule margins.

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL, THREE (3) COPIES, AND 1 ELECTRONIC COPY (MICROSOFT EXCEL COMPATIBLE)

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include a basis of estimate, including work performed by subcontractors, that details such elements as major components, materials, and other costs that lead to the pricing proposed in Section B. The offeror shall provide ROMs and exhibits as necessary to substantiate the price.

(2) SMALL BUSINESS PARTICIPATION

In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (NOV 2007) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities

and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(3) 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 Five (5) to Ten (10) contracts or subcontracts completed by the offeror or predecessor companies during the past Three (3) years for services similar in nature to this requirement. Include in the Five (5) to Ten (10) 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.

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 factors and significant sub-factors that will be considered in awarding the Contract. The relative importance of the evaluation factors and sub-factors contained in the RFP reflects the overall requirements of this acquisition as outlined in the SOW.

Factors	Sub-factors
1. Key Personnel	a. Key Personnel Plan b. Program Manager Experience/Availability c. Key Personnel Experience
2. MIS Reflector Implementation Technical Performance Merit	a. Technical Approach b. Performance Test and Analysis Plan
3. Past Performance	No Sub-factors
4. Price	No Sub-factors
5. Program and Subcontractor Management Plan	a. Program Execution Plan b. Subcontractor Management Plan
6. Schedule and Schedule Realism	No Sub-factors
7. Small Business Participation	No Sub-factors

Key Personnel, MIS Reflector Implementation Technical Performance Merit, and Past Performance are of **primary** importance and are of equal weight. Price is of **secondary** performance. Program and Subcontractor Management Plan and Schedule and Schedule Realism are of **tertiary** importance and are of equal weight. Small Business Participation is of **least** importance. All Sub-factors are of equal importance within their respective sub-factor. As competing proposals approach equality in non-Price factors, Price will increase in importance.

Adjectival Ratings

The Government will perform an evaluation of each Offeror’s proposal with regard to the the Technical/Management factors and sub-factors. This evaluation focuses on strengths and weaknesses of the Offeror’s proposal, resulting in the assignment of an adjectival rating for each factor and sub-factor. Price will be separately evaluated and will not be assigned an adjectival rating.

The following adjectival ratings and rating definitions will be used to assign a rating for each factor and sub-factor (other than Past Performance) and an overall Technical/Management rating to each proposal:

Table 1. Combined Technical/Risk Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

Definitions: The following definitions are provided to assist evaluators in the evaluation of each factor.

Strength is an aspect of an offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

Weakness is defined as a flaw in the proposal that increases the risk of unsuccessful contract

performance.

Significant Weakness is defined as a flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency is defined as a material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

Risk is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an offeror’s proposed approach to achieving the technical factor or sub-factor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance.

Adjectival Ratings for Evaluation of Past Performance

The following adjectival ratings/definitions shall be used for the evaluation of the Past Performance factor:

There are two aspects to the past performance evaluation. The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection.

With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Past Performance Relevancy Ratings	
Rating	Definition
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts.

Performance Confidence Assessment. In conducting a performance confidence assessment, each offer will be evaluated and assigned one of the ratings below, as appropriate:

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.

Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Definitions: The following definitions are provided to assist evaluators in the evaluation of past performance:

Performance Confidence Assessment is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

M-2-1. TECHNICAL/MANAGEMENT

(1) KEY PERSONNEL

Offerors will be evaluated on their proposed team's key personnel experience in managing and executing programs similar in nature, size, scope and complexity to those contained in the Statement of Work. The objective of this criterion is to establish that the contractor has personnel with credible capability and experience to complete the proposed work. It is critical that the contractor has properly committed key personnel with relevant experience and qualifications to complete the proposed work rather than just "corporate history" that does not transfer to the existing personnel who will perform the proposed work. It is critical that the contractor has a program manager with relevant experience

and qualifications to complete the proposed work rather than just an engineer assigned to perform a program manager role. The personnel plan must show the capability to complete the requirements for each technical milestone and task.

Sub-factor 1 – Key Personnel Plan

The key personnel plan shall be evaluated on the degree to which it shows the offeror's capability of completing the requirements as defined in the Statement of Work and Specifications. The degree to which the key personnel are distributed throughout the program to provide a return on the government's investment shall also be evaluated.

Sub-factor 2 – Program Manager Experience/Availability

The Program Manager's previous relevant experience managing similar programs, qualifications, and commitment to the program and ability to efficiently execute the program shall be evaluated.

Sub-factor 3 – Key Personnel Experience

The proposed key personnel shall be evaluated on their previous experience working on relevant programs, their distinguished performance, and their planned level of effort.

(2) MIS REFLECTOR IMPLEMENTATION TECHNICAL PERFORMANCE MERIT

The objective of this criterion is to establish the Reflector implementation technical worthiness of the proposed effort. The primary technical considerations are the ability to which the contractor demonstrates the potential to provide viable Main and Cold Sky Reflectors that meet all of requirements defined in the Specifications. Additionally, the degree to which the contractor's proposed test and analysis plan will validate the requirements have been met shall be evaluated, with emphasis given to the validation of the Key Performance Parameters. This is a Class 1 Operational Space program geared toward a low risk evolutionary development of existing product lines. Towards that end, proposals will be evaluated against the potential performance and performance risk as evidenced by the content in the proposal.

Sub-factor 1 – Technical Approach

The proposal shall be evaluated on the degree to which the Offeror demonstrates the potential to provide viable Main and Cold Sky Reflectors that meet or exceed all of the Key Performance Parameters (KPP). Technical performance requirements of which are not listed as KPP are to be evaluated to a lesser degree. The proposal shall also be evaluated on the degree to which risks have been identified and their planned mitigation.

Sub-factor 2 – Performance Test and Analysis Plan

The degree to which the contractor's proposed test and analysis plan will validate the requirements of on-orbit geometry and surface accuracy, ability to withstand the environments, and coating performance have been met shall be evaluated.

(3) PROGRAM AND SUBCONTRACTOR MANAGEMENT PLANS

The objective of this criterion is to establish that the offeror has an adequate program and subcontractor management plan to efficiently complete the proposed work. The offeror must establish a viable program execution plan. The coating and verification testing subcontractors are considered high risk. As such, it is critical that the offeror establish an adequate subcontractor management plan.

Sub-factor 1 – Program Execution Plan

The program execution plan will be evaluated on the degree of the use of the Engineering Model to burn down risk and the ability of the flight unit to be delivered in a timely and effective fashion.

Sub-factor 2 – Subcontractor Management Plan

The subcontractor management plan will be evaluated on the degree to which key and/or high risk subcontracts are identified, as well as their planned oversight that will ensure subcontractor success.

(4) SCHEDULE AND SCHEDULE REALISM

Offerors shall be evaluated on their proposed ability to meet or exceed the scheduled delivery requirements of the Statement of Work and Specifications. Additionally, the proposed schedule shall be evaluated for schedule realism based on the hardware delivery leadtimes and other supporting material provided in the proposal. The degree to which the proposed outcome of the project meets or exceeds the program schedule objectives shall be evaluated. The degree to which the project plans are realistic and detailed shall be evaluated. The degree to which the proposed schedule of deliverables meets or exceeds the required schedule of design reviews and other milestones shall also be evaluated.

M-2-2 PRICE TO THE GOVERNMENT

Price will be evaluated for price realism, reasonableness, and completeness of the proposed contract price. Price, while being an important factor, is not in and of itself the determining factor in the selection of successful offeror for award of the contract contemplated by this solicitation. The total evaluated amount of the proposed price, as completed by the offeror(s) in Section B will be used in determining price. Additionally, the following will be reviewed to evaluate price:

(1) Realism. The Government will evaluate the realism of proposed price by assessing the compatibility of proposed price with proposal scope and effort. For the price to be realistic, it must reflect what it would cost the offeror to perform the effort, if performed with reasonable economy and efficiency. Price realism evaluation includes a review of the overall costs in the offeror's proposal to determine:

- If prices are realistic for the work proposed;
- If prices reflect a clear understanding of the requirements; and

- If prices are consistent with the various other elements of the offeror's proposal, (e.g., if the offeror's proposal identifies 25 staff-years of effort, then the pricing should also reflect 25 staff-years of cost).
- If hardware costs are realistic as substantiated by written vendor ROMS for all long lead items and any item with a value over \$50,000.

Any inconsistency, whether real or apparent, between proposed performance and price should be explained in the business proposal. The burden of proof for price credibility rests with the Offeror. Offerors are cautioned that to the extent proposed prices appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

(2) Reasonableness. The Government will evaluate the reasonableness of proposed price through comparison of the solicitation Section B CLINs as well as the evaluation of the proposed price in the aggregate. The Government will evaluate the price for the option periods by assessing the acceptability of the offeror's methodology used in developing the price estimates. For the price to be reasonable in its nature and amount, it should not exceed that which would be incurred by a prudent person in the conduct of a competitive business. Reasonableness takes into account the context of a given source selection, including current market conditions and other factors that affect the ability of an offeror to perform the contract requirements. Reasonableness of a proposal element depends upon a variety of considerations and circumstances, including:

- Whether it is the type of cost element generally recognized as ordinary and necessary for the conduct of the offeror's business or of the contract performance;
- Whether the proposed cost element can be considered a generally accepted business practice which complies with Federal and State laws as well as regulations, etc.; and
- Whether the proposed practice represents a significant deviation from the offeror's established operating practices.

The Government may conduct a pre-award survey and audit to evaluate the capabilities of the offeror(s) to perform within the technical, cost, and schedule constraints. Award will not be made to any offeror who does not meet the test of responsibility prescribed in FAR 9.104.

M-2-3 SMALL BUSINESS PARTICIPATION

The extent of participation of small businesses and historically black colleges or universities and minority institutions in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

M-2-4 PAST PERFORMANCE

Offerors will be evaluated based on past performance information presented in their proposals

(including past performance questionnaires) and on information obtained by contacting the Offeror's supplied references relative to current projects or those completed within the last three (3) years. In addition, the Contracting Officer has the discretion to retrieve information via offeror supplied references, commercial sources, and federal sources including Past Performance Information Retrieval System and Excluded Parties List system. The past performance evaluation will assesses the degree of confidence the Government has in an offeror's ability to supply products and services that meet users' needs, based on a demonstrated record of performance. The past performance evaluation will consider each offeror's demonstrated recent and relevant record of performance in supplying products and services that meet the contract's requirements. Past performance information reviewed will pertain to work performed that is similar to that anticipated by the SOW. In determining relevance, consideration will be given to contracts of similar project complexity, scope, type and schedule. Offeror's Past Performance will be evaluated on the basis of the quality of service provided, timeliness of performance, effectiveness of management, compliance with price estimates, customer satisfaction, overall performance and for large businesses, the utilization of small business concerns as reflected in applicable SF 294 forms. The past performance evaluation will consider strengths, weaknesses, significant weaknesses, deficiencies, and the overall performance record of each Offeror. An offeror with no relevant past performance information will receive a neutral rating, i.e., the rating will not add to or detract from the offeror's rating for Past Performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iv).

M-3 AWARD 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.

NAVAL RESEARCH LABORATORY NAVAL CENTER FOR SPACE TECHNOLOGY

Main and Cold Sky Reflector
Statement of Work (SOW) for the
Microwave Imager/Sounder (MIS) Program

NCST-D-MI043B

6 APRIL 2011

Approvals

_____	4/4/2011

	Date
_____	4/4/2011

	Date
_____	4/4/2011

	Date
_____	4/4/2011

	Date

NCST-D-MI043B

RECORD OF CHANGES

REVISION LETTER	DATE	TITLE OR BRIEF DESCRIPTION	SECTION AFFECTED
-	3/14/2011	For Release	
-	3/18/2011	Released Per ERN MI137	
A	4/1/2011	Added requirement for review of MREM test results and comparison to flight design at first flight CDR.	
B	4/1/2011	Changed "need dates" to "required delivery dates"	
B	4/6/2011	Revised per CCN NCST-D-MI043-002	

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1. SCOPE

1.1 Applicability

This Statement of Work (SOW) delineates the vendor tasks, deliverables, organizational responsibilities, and schedule for the design, procurement, manufacture, integration, test, and delivery of one (1) Engineering Model Main Reflector (MR) and three (3) flight Main and Cold Sky Reflectors (CSR) for the Naval Research Laboratory (NRL) Microwave Imager/Sounder Sensor (MIS) program.

1.2 Background

The MIS is a conical scanning, polarimetric, microwave and millimeter wave radiometer.

The Main and Cold Sky Reflectors will reflect energy at frequencies and within precisions that meet Government-prescribed specifications.

1.3 Program Structure

The Main and Cold Sky Reflector manufacture and procurement structure is:

- One (1) Engineering Model (EM) Main Reflector (MR).
- Three (3) flight Main Reflectors and three (3) flight Cold Sky Reflectors which includes reflectors for Flight Mission (FM) 1, FM2, and a set of spare reflectors.
- All associated Ground Support Equipment (GSE).
- The sensor will last seven (7) years on-orbit with an eight (8) year storage capability.
- Required delivery dates are as follows:
 - MREM: October 2012.
 - FM1 MR and CSR: April 2013.
 - Spare MR and CSR: August 2013.
 - FM2 MR and CSR: December 2013.

Note: For all schedule references to months in this document, the 1st day of each month is assumed. For example the MREM required delivery date is October 1, 2012.

2. APPLICABLE DOCUMENTS

The following documents of the exact issue shown form a part of this document to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of this document, the contents of this document shall supersede. Copies of specifications, standards, drawings, and publications required by suppliers in connection with specified procurement functions should be obtained from the contracting agency or as directed by the contracting officer. Documents beginning with the control number “MI”, “SSD”, and “NCST” are program documents controlled by NRL.

2.1 Naval Research Laboratory Documents (NRL)

Number	Title	Date
NCST-S-MI004	Specification for the Main and Cold Sky Reflector for the Microwave Imager/Sounder Sensor (MIS)	3/18/11
MI-IC-0040	Cold Sky Reflector Interface Control MIS	TBR
MI-IC-0041	Main Reflector Envelope Interface Control MIS	TBR

3. REQUIREMENTS

3.1 General Requirements

- 3.1-1 The vendor shall provide all services, personnel, materiel, and facilities necessary for the design, analysis, development, fabrication, assembly, test, engineering data analyses, acceptance, and delivery of one (1) Engineering Model Main Reflector and three (3) flight Main and Cold Sky Reflectors.
- 3.1-2 The vendor shall execute all tasks in accordance with NCST-S-MI004, hereafter referred to as the “specification” or “unit specification.”
- 3.1-2 The vendor shall be responsible for the packaging, protection, shipping, and tracking of all deliverable items to NRL.
- 3.1-3 Quantitative values (including mass, size, etc.) in data, drawings, and documents shall be given in English units unless directed otherwise in the specification.
- 3.1-4 Over the life of the program, the vendor shall recognize the right of NRL, its customers, and/or its representative(s) to participate in or perform audits, reviews, source inspections, and witness tests at the vendor or his supplier’s facilities as appropriate.
- 3.1-5 The vendor shall provide the key personnel required to successfully execute this program. Key personnel positions include, but are not limited to: Program Manager, Lead Mechanical Engineer, Lead Structural Analyst, Lead Production Engineer, Lead Mechanical Technician, and Lead Test Engineer. NRL considers the key personnel to be absolutely critical to the successful execution of this program. Key personnel with relevant reflector experience are judged to be more critical than prior corporate heritage that key personnel have no experience with.

3.1.1 Special Equipment and Handling

- 3.1.1-1 The vendor shall provide any special test equipment, which is required to operate or preserve the purchased item.
- 3.1.1-2 The vendor shall document and provide for any special handling requirements for the purchased item.
- 3.1.1-3 The vendor shall document and provide for any special storage requirements for the purchased item.
- 3.1.1-4 The vendor shall design, manufacture, test, and provide any tooling that is required to meet the requirements of this contract.
- 3.1.1-5 The vendor shall design (or specify), manufacture (or procure), and test any Mechanical Ground Support Equipment (MGSE) that is required to meet the requirements of this contract.
- 3.1.1-6 The vendor shall identify any and all such MGSE, and shall ensure that it is available during testing.

3.1.2 NRL Furnished Data and Hardware

- 3.1.2-1 NRL will furnish the following technical data:
 - MIS Main and Cold Sky Specification NCST-S-MI004 (includes all required environmental testing specifications)
 - Main and Cold Sky Reflector Interface Control Drawings MI-IC-0040 and MI-IC-0041.
 - This Statement of Work
 - Kinematic mount stiffness matrices per 4.7.1 of the specification representing the boundary conditions for the flight-configuration stress and modal analysis of the Main Reflector and Cold Sky Reflector.
- 3.1.2-3 NRL will generate and maintain Interface Control Drawings MI-IC-0040 and MI-IC-0041.
- 3.1-2-3 MI-IC-0040 and MI-IC-0041 are part of the unit specification; any changes to them will be coordinated between the vendor and NRL as changes to the unit specification.
- 3.1-2-3 NRL will provide the following interface hardware for use during Main Reflector acoustic testing
 - Three (3) axial flexures and axial flexure interface brackets

- One (1) rotational flexure and rotational flexure interface bracket
- One (1) spherical bearing and center dish fitting bracket

3.1.3 Vendor Deliverable Data

- 3.1.3-1 The vendor shall prepare and maintain design data, build data, and test data records, in accordance with the unit specification, including unit and lower level sub assembly's data where applicable. This includes CAD models and design drawings.
- 3.1.3-2 The vendor shall retain all data records for the duration of the unit's life as defined in section 4.4.4 of the unit specification.
- 3.1.3-3 The vendor shall make this data available for review by NRL at the vendor's facilities at any time upon request.
- 3.1.3-4 The vendor shall furnish a copy of any other test data on request. The deliverable data required for this contract is identified in the Contract Data Requirements Lists (CDRL).
- 3.1.3-6 The vendor shall be responsible for supplying the deliverable data within the specified dates as identified Table 5-1 in the CDRL.
- 3.1.3-7 The vendor shall deliver all documents, data, and drawings electronically, in editable native format. All Computer-Aided-Design (CAD) and Finite Element Analysis (FEA) model formats shall be delivered in accordance with 3.7.5 and 4.7.1 of the specification.
- 3.1.3-8 The vendor shall display on the cover or title page of all deliverable documentation, except drawings, the following minimum information:
- Document title.
 - Document identification number.
 - Document date of issue.
 - Purchase order number.
 - Contractor name.
 - Revision status.
 - CDRL item number.

3.1.4 End Item Data Package (EIDP)

- 3.1.4-1 Upon satisfactory completion of each hardware item, the vendor shall deliver an End Item Data Package (EIDP) to NRL.
- 3.1.4-2 The EIDP for each reflector delivery shall include the EIDP items for all corresponding coupons, material test specimens, shipping containers, and Mechanical Aerospace Ground Equipment (MAGE).
- 3.1.4-3 The requirements for the contents of all engineering model and flight EIDPs are defined in specification section 3.7.5.

3.2 Task 1: Design and Analysis

- 3.2-1 The vendor shall meet the functional, performance, interface, and environmental requirements delineated in the NCST-S-MI004: Specification for the Main and Cold Sky Reflector for the MIS.
- 3.2-2 The vendor shall perform the analyses required in the specification.
- 3.2-3 The vendor shall use proven methods and techniques of analysis and design.
- 3.2-3 Initial Finite Element Models (FEM) for both the CSR and MR as defined in section 4.7.1 of the specification shall be delivered to the procuring activity once the final structural configuration is determined. This applies to both the engineering model and flight MR's.
- 3.2-4 Preliminary design FEMs for both the CSR and MR as defined in section 4.7.1 of the specification shall be delivered to the procuring activity within seven (7) calendar days following completion of PDR. This applies to both the engineering model and flight MR's.

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- 3.2-5 Final design FEMs for both the CSR and MR as defined in section 4.7.1 of the specification shall be delivered to the procuring activity within seven (7) calendar days following completion of CDR. This applies to both the engineering model and flight MR's.
- 3.2-6 Test-correlated FEMs for both the CSR and MR as defined in section 4.7.1 of the specification shall be delivered to the procuring activity within 45 calendar days following the completion of the modal test. This applies to both the engineering model and flight MR's.

3.3 Task 2: Reviews

- 3.3-1 The vendor shall chair reviews at the vendor's facility.
- 3.3-2 NRL will generate Action Items during the review.
- 3.3-3 The vendor shall not close an action item without NRL approval.
- 3.3-4 All liens against any particular review will be closed prior to formal acceptance of the review, however, conditional approval of a review will be given if the vendor and NRL document and agree to a closure path and schedule for resolving the liens
- 3.3-5 The vendor shall document the Review Minutes including a list of those Action Items with responsibility and due dates assigned.
- 3.3-6 The PDR, CDR, and TRR data packages shall contain the contents as specified in Table 3-1.

Table 3-1. Review Data Package Summary

Review Data Item	PDR	CDR	TRR
Mass property data per specification section 3.2.2.2.1.	YES	YES	YES
Finite Element Model (FEM) per specification sections 3.3.1.3 and 4.7.1.	Yes (prelim)	YES	NO*
Disposition status of action items generated at Technical Reviews, Technical Interchange Meetings (TIMs), and Configuration Audits per specification section 3.8.	YES	YES	YES
Waivers and Deviations per specification section 4.2.2.	YES	YES	YES
Nonconformance documentation per specification section 4.2.2.	NO	NO	YES
Problem/Failure reporting and corrective action tracking records per specification section 4.2.3.	NO	NO	YES
Anticipated Structural-Optical-Thermal analysis per specification sections 3.2.1.4 and 4.6.6.1.	NO	YES	NO*
As-Built Configuration List per specification sections 3.4.9.2 and 3.4.9.3.	NO	NO	YES
Anticipated coating performance parameters per specification sections 3.2.1.6.1.	YES	YES	NO*
CAD solid model per specification section 3.7.5.	YES	YES	NO*
Verification Cross-Reference Matrix and Unit Verification Plan per specification sections 4.5.1. and 4.5, respectively	YES (prelim)	YES	YES
Structural analysis report per specification section 4.7.1.	NO	YES	NO*
Thermal analysis per specification section 4.7.3.	NO	YES	NO*
Test plans, procedures, and report(s) per specification section 3.7.4.	YES (prelim)	YES (prelim)	YES
Limited Life Items List per specification section 3.2.3.4.	YES	YES	NO*
Quality Assurance Records for (1) Receiving Inspection; (2) Destructive Physical Analysis; (3) Material Review Board; and (4) Failure Review Board per specification section 4.1.2.	NO	NO	YES

**These items shall be provided if they have in any way changed since CDR*

3.3.1 Preliminary Design Reviews (PDRs) and Critical Design Reviews (CDRs)

3.3.1-1 The design reviews consist of a Preliminary Design Review (PDR) and a Critical Design Review (CDR).

3.3.1-2 The vendor shall satisfy the following PDR entrance criteria prior to holding the review:

- Delivery to NRL of all necessary review data items as defined in Table 3-1

3.3.1-3 The vendor shall satisfy the following PDR exit criteria prior to beginning detailed design:

- The review demonstrates acceptable progress, technical adequacy and risk resolution (technical and schedule) of the selected design approach
- The preliminary design satisfies all the requirements in the specification
- The preliminary design approach and proposed manufacturing methods carry an acceptably low level of risk in resulting in a reflector that meets the specifications

3.3.1-4 The vendor shall satisfy the following CDR entrance criteria prior to holding the review:

- Delivery to NRL of all necessary review data items as defined in Table 3-1
- 90% of all drawings must be released

3.3.1-5 The vendor shall satisfy the following CDR exit criteria prior to beginning any substantial manufacturing:

- The detailed design satisfies all the requirements in the specification
- The detailed design is properly documented
- The detailed design is mature enough to fabricate
- Technical and schedule risk are acceptably low
- Detailed manufacturing methods have been developed and pose no expected issues
- Preliminary test plans have been developed and demonstrate ability to verify whether reflector meets specifications

Note: NRL will entertain negotiations of the above PDR and CDR entrance and exit criteria.

3.3.1-6 The vendor may combine the PDR and CDR events based on the maturity of their proposed design with approval from the NRL.

3.3.1-7 At the first flight CDR, the vendor shall review the MREM test results and findings, including a comparison of the EM to flight designs and highlighting any differences.

3.3.2 Test Readiness Review (TRR)

3.3.2-1 The vendor shall conduct a Test Readiness Review (TRR) to determine whether the test procedures and the hardware are complete and to assure that the vendor is prepared for formal testing.

3.3.2-2 The test plan and test procedures shall be available for review five (5) business days prior to the TRR.

3.3.2-3 All action items from the TRR must be closed prior to performing tests related to those action items.

3.3.2-4 The vendor shall satisfy the following TRR entrance criteria prior to holding the review:

- Delivery to NRL of all necessary review data items as defined in Table 3-1
- The reflector has been fabricated and is ready to enter test

3.3.2-5 The vendor shall satisfy the following TRR exit criteria prior to beginning any testing:

- Any waivers, deviations, nonconformances are acceptable
- Test plans and procedures have been finalized and demonstrate ability to verify whether reflector meets specifications

3.3.3 Pre-Shipment Review (PSR)

3.3.3-1 The vendor shall conduct a Pre-Shipment Review (PSR) for each deliverable flight unit. A combined PSR for multiple items being delivered at the same time is acceptable provided that each has its own separate

EIDP. The PSR is to be conducted at the completion of the Final Acceptance Test or Proto-Flight Acceptance Test to:

- Assess the readiness for shipment of the Contract End Item.
- Ensure that all pertinent data required by the Contract is provided.
- Ensure the appropriate test data is acceptable.
- Ensure the End-Item Data Package has been prepared.
- Ensure all Non-Conforming Material Reports (NCRs) have been closed and dispositioned properly.

3.3.3-2 The vendor shall conduct an abbreviated PSR for the MREM at the conclusion of EM testing to assess the readiness for shipment of the item and ensure the test results are understood.

3.3.4 Status Reviews

3.3.4-1 The purpose of a Status Review is to provide NRL visibility into the vendor's progress and to provide a forum in which concerns can be addressed early with minimum impact.

3.3.4-2 Status Reviews are used to build a cooperative relationship and aid in program success.

3.3.4-3 The vendor shall host a monthly status review to include:

- Schedule status
- Summary of technical progress since the last status review
- Summary of any technical, financial or schedule risks or issues

3.3.5 Technical Interchange Meetings (TIMs)

3.3.5-1 The purpose of a Technical Interchange Meeting (TIM) is to yield maximum program visibility, to disclose and resolve problems with minimum impact, and to maintain a cooperative relationship.

3.3.5-2 The vendor shall support TIMs per section 3.8.1 of the specification.

3.3.5-3 One month after receipt of the contract the vendor shall support a requirements review. The purpose of this review is for the vendor to demonstrate they understand the requirements and for any requirements that aren't properly understood to be clarified. This will be the first TIM, and shall consist of a page by page review of the specification.

3.3.6 Problem Reporting

3.3.6-1 The vendor shall report a technical or schedule problem which has impact to this contract or the hardware/software defined by it to NRL within 24 hrs of the problem being discovered.

3.3.6-2 The vendor shall schedule a meeting or teleconference to discuss the problem within five (5) business days of the problem being discovered.

3.3.7 Weekly Status

3.3.7-1 The vendor shall support a weekly status telecon between the NRL COR and the vendor PM, and any other technical personnel as deemed necessary. It is anticipated that 30 – 60 minutes will generally be sufficient duration.

3.3.8 Kickoff Meeting

3.3.8-1 The vendor shall support a kickoff meeting at the vendor's facility within ten (10) business days after receipt of the contract (preferably within five (5) business days after receipt of the contract). The purpose of this meeting is for vendor's program manager and key personnel to meet the COR and any necessary additional technical, supervisory, or contractual personnel. Additionally it is for the procuring activity to see the facility and begin communication.

3.4 Task 3: Design Verification

3.4-1 The vendor shall test and verify their design using a protoqualification approach in accordance with the specification.

3.4-2 The vendor shall provide verification test reports for all verification testing.

3.5 Task 4: Procurement and Manufacturing

3.5.1 Procurement Activities

3.5.1-1 Procurement activities pertain to the acquisition of raw materials, piece parts, and sub-assemblies by the vendor.

3.5.1-2 The vendor shall procure, handle, and process all parts and materials in accordance with the specification.

3.5.1-3 The vendor shall build all flight reflectors from the same lot of materials.

3.5.1-4 The vendor shall build all flight reflectors in approximately continuous production.

3.5.1-5 The vendor shall identify all parts and materials for all units in the vendor parts and materials lists.

3.5.1-6 The vendor shall follow the process for deviations and waivers as defined in Section 4.2 of the specification.

3.5.1-7 A deviation is an anticipated departure from

1. An administrative contractual requirement, or
2. A technical contractual requirement identified before they build the hardware.

3.5.1-8 A waiver is an identified departure from a technical contractual requirement after they build the hardware.

3.5.1-9 The vendor shall provide a detailed description of any differences between the as built configuration of a configuration item and its technical documentation.

3.5.2 Manufacturing Activities

3.5.2-1 The vendor shall be responsible for the assembly of all piece-parts, materials, and sub-assemblies into the final deliverable hardware items.

3.5.2-2 The vendor shall ensure all manufacturing activities are in accordance with the product assurance requirements of the specification.

3.5.2-3 The vendor shall define process control effectivity as in the Verification Cross Reference Matrix (VCRM) Table 4.8.1-1 of the specification.

3.5.3 Spare Parts and Subassemblies

3.5.3-1 The vendor shall procure sufficient spares to support successful schedule execution.

3.6 Task 5: Verification and Testing

3.6-1 The vendor shall develop and provide to NRL a Unit Verification Plan (UVP) per section 4.5 of the specification.

3.6-2 NRL will review and approve the UVP.

3.6.1 Engineering Model Unit Testing

3.6.1-1 The vendor shall test the engineering model in accordance with Section 4.8.1 of the specification.

3.6.2 Flight Unit Testing

3.6.2-1 The vendor shall test in accordance with the specification.

3.7 Task 6: Status Reporting

3.7-1 The vendor shall report program status monthly.

3.7-2 The vendor shall document, control, and report outstanding program actions in accordance with the unit specification.

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- 3.7-3 For flight hardware, the vendor shall perform reviews, non-conformance reporting, failure reporting, and parts materials and process reporting in accordance with the unit specification.

3.8 Task 7: Delivery

- 3.8-1 Upon completion of the Pre Ship Review, the vendor shall ship the unit(s) to NRL.
- 3.8-2 The vendor shall provide shipping containers that protect the end item from damage during shipment from the vendor's site to NRL and that protect the components from damage during storage.
- 3.8-3 The vendor shall deliver all hardware to the FOB destination of NRL, Washington, D.C. with the exception of the Main Reflector Tooling and the Cold Sky Reflector Tooling.
- 3.8-4 The vendor shall retain the tooling in a serviceable condition for a period of five years following the delivery of the last reflector on the contract.
- 3.8-5 Following this five (5) year period, the vendor shall deliver the tooling to NRL.
- 3.8-6 NRL may request the tooling to be delivered to them prior to the expiration of the five (5) year period.
- 3.8-7 For every reflector delivery, the vendor shall deliver twelve (12) tag-end samples of each different material used in the fabrication of the reflectors.
- 3.8-8 Along with the FM2 reflectors the vendor shall also ship any excess uncured pre-impregnated materials.

3.9 Task 8: Product Assurance

- 3.9-1 The vendor shall be responsible for maintaining product assurance during all tasks in accordance with the requirements of the specification.
- 3.9-2 The vendor shall implement a Configuration Management (CM) system.
- 3.9-3 The VCRM (Table 4.8.1-1 of the specification) indicates which paragraphs of the specification apply to the engineering model, proto-flight, and flight model units respectively.

3.10 Task 9: Program Management

- 3.10-1 The vendor shall manage all matters relating to the performance of this contract to ensure that all performance, schedule, and quality objectives are met.
- 3.10-2 The vendor shall designate a Contract Administrator to interface with NRL's Contract Administrator.
- 3.10-3 The vendor shall designate a Program Manager to act as a single point of interface with NRL on all technical and programmatic matters.
- 3.10-4 The vendor shall establish and apply a program control system to track progress using pre-established measurable milestones.
- 3.10-5 The vendor shall identify and perform corrective management actions in the event shortfalls are detected or anticipated.
- 3.10-6 The vendor shall develop and provide to NRL a detailed milestone driven schedule.
- 3.10-7 In the event NRL determines that the program success is in jeopardy because of technical, schedule, or quality shortfalls, NRL reserves the right to conduct special program reviews, on-site visits, or audits, as necessary at the vendor's facility.
- 3.10-8 The vendor shall immediately bring to the attention of the NRL Contract Administrator any issue that may cause technical or schedule shortfalls.
- 3.10-9 Technical Communications are allowed and encouraged between NRL Technical staff, Customer Technical staff, and the vendor Technical staff, provided the discussions are of a technical nature and refer to the item(s) under contract.

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3.10-11 The vendor shall refer all contractual related discussions to NRL's and the vendor's Contract Administrators.

4. PROCUREMENT SCHEDULE

The required delivery dates for each major procurement with their anticipated Contract Line Items Numbers (CLINs) are provided in Table 4-1.

Table 4-1. NRL Reflector Delivery Schedule

Anticipated CLIN	Hardware Deliverable Name	Delivery Date
-	Contract Award/Kickoff Meeting	August 2011
001	MREM	October 2012
	Mechanical Aerospace Ground Equipment (MAGE) for MREM	
	MREM coupons and material test specimens	
	Shipping Container for MREM	
002	FM1 MR	April 2013
	FM1 CSR	
	MAGE for FM1 MR and CSR	
	FM1 MR and CSR coupons and material test specimens	
	Shipping Containers for FM1 MR and CSR	
003	Spare MR	August 2013
	Spare CSR	
	MAGE for spare MR and CSR	
	Spare MR and CSR coupons, material test specimens, and excess uncured pre-impregnated materials	
	Shipping Containers for spare MR and CSR	
004	FM2 MR	December 2013
	FM2 CSR	
	MAGE for FM2 MR and CSR	
	FM2 MR and CSR coupons, material test specimens, and excess uncured pre-impregnated materials	
	Shipping Containers for FM2 MR and CSR	
005	MR Tooling (maintained at contractor for five years, then delivered to NRL)	NLT December 2018 (TBR)
	CSR Tooling (maintained at contractor for five years, then delivered to NRL)	

5. CONTRACT DATA REQUIREMENT LIST (CDRL)

A summary of the CDRLs is provided in Table 5-1. In general, the same CDRL’s will apply to each of the reflectors (each CLIN). The exception is that the spare and FM2 reflectors don’t require PDR or CDR data packages.

Table 5-1. CDRL Summary

CDRL Number	Data Deliverable Name	MR EM (001)	FM1 MR and CSR (002)	Spare MR and CSR (003)	FM2 MR and CSR (004)
A001	Monthly Program Progress Report	YES	YES	YES	YES
A002	Problem Report	YES	YES	YES	YES
A003	Meeting Minutes	YES	YES	YES	YES
A004	PDR Data Package	YES	YES	NO	NO
A005	CDR Data Package	YES	YES	NO	NO
A006	TRR Data Package	YES	YES	YES	YES
A007	EIDP (at PSR)	YES	YES	YES	YES

Note: The contents of CDRL A001 - A003 are specified in their corresponding DD1423. The contents of CDRL A004 – A006 are specified in Table 3-1. The contents of CDRL A007 is specified in specification section 3.7.5.

**The MREM EIDP is abbreviated per section 3.7.5 in the specification.*

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

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The public reporting burden for this collection of information is estimated to average 110 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 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. 001, 002, 003, 004	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM MIS/Main and Cold Sky Reflector	E. CONTRACT/PR NO. N00173-11-R-KS04	F. CONTRACTOR
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Report, Record of Meeting/Minutes	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) DI-MGMT-81178	5. CONTRACT REFERENCE SOW 3.3	6. REQUIRING OFFICE
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY See BLK 16	12. DATE OF FIRST SUBMISSION See BLK 16	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION See BLK 16	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS

A Report, Record of Meeting Minutes will be submitted no less than ten (10) working days after completion of the event.

Events requiring Reports are:

1. Technical Interchange Meetings
2. Preliminary Design Review (N/A for spare and FM2 reflectors)
3. Critical Design Review (N/A for spare and FM2 reflectors)
4. Test Readiness Review
5. Pre-Shipment Review

DID Tailoring: Replace Sections below to read:

- 10.2.1.3 a. Subsystem/equipment being reviewed.
- 10.2.1.3 b. Summary of discussions.
- 10.2.1.3 c. A copy of all presentation material.
- 10.3 Action Items
- 10.4 Electronic Delivery preferred.

15. TOTAL → 0 0 0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 001,002	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM MIS/Main and Cold Sky Reflector	E. CONTRACT/PR NO. N00173-11-R-KS04	F. CONTRACTOR
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1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Technical Data Package	3. SUBTITLE Conceptual / Preliminary Design
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4. AUTHORITY (Data Acquisition Document No.) MIL-STD-31000	5. CONTRACT REFERENCE SOW 3.3.1	6. REQUIRING OFFICE
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7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One	12. DATE OF FIRST SUBMISSION 10DB-PDR	14. DISTRIBUTION		
8. APP CODE		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS
The Conceptual Level Data Package supports the Preliminary Design Review. Use vendor procedures and MIL-STD-31000 for additional guidance. Along with delivery of briefing slides for the Preliminary Design, provide all PDR data items as specified in Table 3-1 of the SOW.

15. TOTAL → 0 0 0

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
-----------------------	----------------	-----------------------	----------------

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 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 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. 001, 002, 003, 004 **B. EXHIBIT** A **C. CATEGORY:** TDP _____ TM _____ OTHER _____

D. SYSTEM/ITEM MIS/Main and Cold Sky Reflector **E. CONTRACT/PR NO.** N00173-11-R-KS04 **F. CONTRACTOR**

1. DATA ITEM NO. A006 **2. TITLE OF DATA ITEM** Technical Data Package **3. SUBTITLE** Testing-TRR

4. AUTHORITY (Data Acquisition Document No.) MIL-STD-31000 **5. CONTRACT REFERENCE** SOW 3.3.2 **6. REQUIRING OFFICE**

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY One	12. DATE OF FIRST SUBMISSION 10DB-TRR	14. DISTRIBUTION		
		11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE	b. COPIES	
8. APP CODE						Draft
					Reg	Repro

16. REMARKS
The Conceptual Level Data Package supports the Preliminary Design Review. Use vendor procedures and MIL-STD-31000 for additional guidance. Along with delivery of briefing slides for the Test Readiness Review provide all TRR data items as specified in Table 3-1 of the SOW.

15. TOTAL → 0 0 0

G. PREPARED BY _____ **H. DATE** _____ **I. APPROVED BY** _____ **J. DATE** _____

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

EXPORT-CONTROLLED INFORMATION AND TECHNOLOGY

The Contractor represents and certifies that it is obligated to and will comply with all applicable United States laws and regulations regarding the export of information and technology before providing or disclosing (anywhere in the world) any export controlled articles, services, or information to any individual or entity (including, but not limited to, the Contractor's employees, affiliates, consultants, and subcontractors at all tiers) that is not a United States person (as defined in the ITAR). Further, this representation and certification shall be required by the Offeror/Contractor from all of its affiliates, consultants, and subcontractors (at all tiers) participating in the response to this RFI.)

Certified by:

Date