

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>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	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>		
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. <input type="checkbox"/>	17. SIGNATURE		18. OFFER DATE
AREA CODE	NUMBER				

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	

PART I - THE SCHEDULE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES/SERVICES AND COSTS

CONTRACT LINE ITEM NUMBER (CLIN)	SUPPLIES / SERVICES	MAXIMUM ESTIMATED COST	MAXIMUM FIXED FEE	MAXIMUM ESTIMATED COST PLUS FIXED FEE
0001	The contractor shall provide Research and Development efforts specified in Attachment 1, Statement of Work, Task 3.1, Environmental Effects on Naval Materials.	\$		\$
0002	The contractor shall provide Research and Development efforts specified in Attachment 1, Statement of Work, Task 3.2, Marine Coatings Technology.	\$		\$
0003	Research and Development efforts specified in Attachment 1, Statement of Work, Task 3.3, Technology Transfer, Software, and Field Demonstration.	\$		\$
0004	Materials- Cost Only **	\$11,250,000	No Fee	\$12,250,000
0005	Travel - Cost Only **	\$ 472,500	No Fee	\$ 472,500
0006	Data in accordance with Exhibit A (DD Form 1423)	NSP	NSP	NSP

CONTRACT LINE ITEM NUMBER (CLIN)	SUPPLIES / SERVICES	QTY	UNIT	MAXIMUM TOTAL AMOUNT
0007	The contractor shall provide Fixed Price Research and Development efforts specified in Attachment 1, Statement of Work Task, 3.1, Environmental Effects on Naval Materials.		\$	
0008	The contractor shall provide Fixed Price Research and Development efforts specified in Attachment 1, Statement of Work Task, 3.2, Marine Coatings Technology.		\$	
0009	The contractor shall provide Fixed Price Research and Development efforts specified in Attachment 1, Statement of Work, Task 3.3, Technology Transfer, Software, and Field Demonstration.		\$	
0010	Materials- Cost Only **		\$	\$ 3,750,000
0011	Travel - Cost Only **		\$	\$ 157,000
0012	Data in accordance with Exhibit A (DD Form 1423)	NSP	NSP	NSP
TOTAL MAXIMUM COST PLUS FIXED FEE AND FIRM FIXED PRICE				\$45,000,000.00

B-2 MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the contract clause entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support requiring the contractor to provide a total cost plus fee of at least **\$10,000.00**.

The maximum quantity that the Government may order during the effective period of the contract is **\$45,000,000.00** with a total cost to the Government not exceeding the maximum cost plus fixed fee and firm fixed price amount stated in Section B-1, above.

The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work.

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 STATEMENT OF WORK

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

C-2 The specific work to be carried out shall be further described in orders issued under this contract.

C-3 Pursuant to DFARS 211.106 contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

C-4 REQUIREMENTS FOR ON-SITE CONTRACTORS

For any work under this contract performed at any NRL site, the contractor shall comply with the following:

1. ACCESS TO NRL

(a) PARKING/DELIVERIES

Parking at all Naval Research Laboratory (NRL) sites may be limited. This may require the Contractor to provide alternate means of transportation to and from the site. Contracts that will require deliveries of construction type building material or heavy equipment and contractor escorts should contact the Security office as identified in the contract to make prior arrangements for admission to the NRL.

(b) BADGES AND VEHICLE PASSES

All contractor personnel who visit or work on any NRL site or facility must comply with all NRL access requirements. Contractor personnel nominated for access to NRL facilities must process through the NRL Personnel Security Section. Processing includes the completion and submission of all forms and background documentation required by the NRL Security Department. The forms and background documentation will be reviewed to determine whether nominated contractor employees meet the requirements for a favorable trustworthiness determination. A favorable trustworthiness determination is required in order for nominated contractor personnel to be granted access to NRL facilities and issued an NRL badge. NRL issued Contractor badges must be worn and readily visible at all times while contractor personnel are on NRL facilities. Having a current foreign passport (among other factors) may result in an unfavorable trustworthiness determination.

NRL badges, vehicle passes, keys and other government property issued to contractor personnel must be immediately returned to NRL upon (1) completion or termination of the contract; and (2) termination of employment. Contractor employees shall comply with the check-in/check-out procedures in NRLINST 12290.1(as revised). In part, this instruction provides the procedures for the return of badges, decals, and parking passes. Failure to return NRL Contractor Badges in accordance with NRLINST 12290.1(as revised) may preclude the issuance of any additional badges to contractor employees supporting the same contract until all unaccounted for badges have been returned.

Contractors may also receive an unfavorable past performance determination or negative responsibility determination as a result of non-compliance with this provision.

(c) NRL HOURS OF OPERATION AND HOLIDAY SCHEDULE

All or a portion of the effort under this contract will be performed on a Government Installation. The normal workweek will be established by the Contracting Officer Representative (COR) or Authorized Government Representative (AGR) identified in the contract. No deviation in the normal established workweek will be permitted without express advance approval in writing by the COR or AGR. In the event the Contractor fails to observe the established workweek, any costs incurred by the Government resulting there from shall be chargeable to the Contractor.

The following federal holidays are authorized exceptions to the normal workweek:

NAME OF HOLIDAY	TIME OF OBSERVANCE
New Years Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Any other day designated by federal statute, Executive Order, or Presidential Proclamation.

In the event that any of the above holidays occur on Saturday or Sunday, the holiday must be observed by the Contractor in accordance with the practice observed by the assigned Government employees at the using activity.

Contractor personnel performing work under this contract at any NRL site shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

When any NRL site grants emergency administrative leave to its Government employees, Contractor personnel performing effort at that NRL site must also be dismissed. However, the contractor shall continue to provide sufficient personnel to perform requirements of critical efforts already in progress or scheduled at the Laboratory.

2. TEXTBOOKS AND/OR REFERENCE MATERIALS

The Contractor shall return all textbooks and reference materials checked out from any NRL Library to that Library at the completion of the individual's performance or contract performance in accordance with NRLINST 12290.1 (as revised), Check-In, Check-Out, and Intra-Laboratory Reassignment Procedures.

3. CONTRACTOR ACCESS to NRL INFORMATION SYSTEMS

Contractors may have access to NRL information systems based on clearance level, need-to-know, and appropriate restrictions pertaining to competition-sensitive information. Contractors must ensure security by adhering to requirements of NRLINST 5239.1 (as revised) Information Systems Security Plan.

Contractor Email addresses must include an identifier that clearly indicates that the email address belongs to a contractor (i.e., FirstLast(Contractor)<email.address@organization>).

Foreign nationals must be identified as such in all communications originating within NRL. Email addresses for foreign nationals shall include the identifier "Forn-Natl" (i.e., FirstLast(Forn-Natl) email.address@organization>).

4. INFORMATION REGARDING NON-US CITIZENS ASSIGNED TO THIS PROJECT

Before allowing a non-U.S. citizen access to information required to perform this contract, to information generated in performance of the Statement of Work of the contract, or to a Government facility in connection with the work, the Contractor shall obtain written approval from the Security office listed in the contract.

5. ON-SITE PERSONNEL

Within 60 days after date of contract award, the contractor shall submit to their cognizant Defense Contract Audit Agency (DCAA) a list containing the names of personnel working under the contract on the NRL site. The contractor shall submit an updated list to DCAA on an annual basis thereafter.

If the contractor has more than one contract requiring on-site work, the annual updated list may be consolidated to include all contracts by number and the names of the on-site personnel working with each.

This requirement does not apply to firm-fixed-price contracts unless the contract requires a specified level of effort to be provided over a stated period of time.

6. CONTRACTOR PERSONNEL TRAINING

NRL may require contractor personnel on any NRL site to participate in training in rules, practices, procedures, and systems on NRL's requirements. Such NRL training may include: Information Technology Security, Fire Training, Personnel Security, Environmental Awareness, or EEO programs.

7. CONTRACTOR PERSONNEL PARTICIPATION IN INVESTIGATIONS AND LITIGATIONS

If an investigation or litigation needs a contractor employee as a witness, the contractor shall direct the employee to participate. If an NRL investigation or litigation -- one to which the contractor is not a subject or party -- needs information or documents from the contractor, the contractor shall provide them; however, the contractor may ask for the Contracting Officer's authority to mark any documents with appropriate restrictions. If the contractor does restrict the documents, it shall also provide a redacted, unrestricted copy that the Contracting Officer agrees redacts only protectable information.

8. CONTRACTOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) PROGRAM COMPLIANCE

(a) GENERAL

The Contractor is responsible for employee's safety and health and shall comply with OSHA regulations and perform in accordance with applicable regulations including 29 Code of Federal Regulations (CFR) Part 1910, *Occupational Safety and Health Standards*, 29 CFR 1925, *Safety and Health Standards for Federal Service Contracts*, 29 CFR 1926 *Safety and Health Regulations for Construction* and EM-385-1-1, U.S. Army Corps of Engineers' Safety and Health Requirements Manual. The most stringent standards will apply.

The contractor shall submit a written Accident Prevention Plan (APP) as required, when FAR 52.236-13 is included in the contract. The minimum outline for an APP is provided in EM 385-1-1.

The NRL Safety Branch may require the contractor to stop performance, with no additional price or cost to the contract, when it is determined the contractor operation on an NRL site does not comply with an applicable OSHA regulation, and is a threat to the safety and health of on-site personnel and/or the public. Should unforeseen hazards become evident during the performance of work, the contractor shall make a formal request to the Contracting Officer, both verbally and in writing, to provide a resolution as soon as possible. In the interim, all necessary action shall be taken by the contractor to restore and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public and the environment.

(b) ACCIDENTS

The contractor shall preserve the conditions and evidence of the accident site until the Government investigation team arrives on site and the investigation is conducted.

For recordable injuries and illness, and property damage resulting in at least \$2000 in damage, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the [Navy Contractor Significant Incident Report \(CSIR\)](#) and provide the report to the COR within one business day of the accident. The Prime Contractor must notify the COR as soon as practical, but no later than 4 hours after the accident. The CSIR form is available at <https://www.navfac.navy.mil/safety/site/construc/csir.pdf>, through the COR or by contacting the Safety office identified in the contract.

For weight handling equipment accidents, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the [WHE Accident Report](#) and provide the report to the COR within 30 days of the accident. The form is at <http://ncc.navfac.navy.mil/>, through the COR or by contacting the Safety office identified in the contract.

(c) CONSTRUCTION TYPE WORK

Any construction type work performed by contractors shall comply with 29 CFR 1926 and EM 385-1-1.

(d) CONFINED SPACE WORK

All confined spaces, as defined in 29 CFR 1910.146, are considered to be permit-required confined spaces. Manholes such as storm drains, sewers, utility vaults, steam pits, crawl spaces, etc. are examples of a permit-required confined space at NRL. Contractors shall comply with 29 CFR 1910.146 for all confined space work and submit a site-specific safety plan for review and approval by Code 3540 prior to the work. In addition, for construction contracts, compliance with EM 385-1-1 is required. The site specific safety plan shall meet the requirements of NRLINST 5100.22 (as revised) Requirements For Entry Into Confined Spaces and OPNAVINST 5100.23 (as revised).

9. RADIATION SAFETY**(a) OCCUPATIONAL EXPOSURE TO RADIATION**

In accordance with NAVMED P-5055 (as revised), Radiation Health Protection Manual, medical examinations may be required for contractor personnel being considered for routine assignment to duties or occupations under this contract that requires exposure to ionizing radiation or the handling of radioactive materials.

The Contractor is responsible for ensuring required medical examination(s) is/are conducted. The examinations such as Preplacement Examinations (PE), Situational Examinations (SE), and Termination Examinations (TE) will be conducted in accordance with NAVMED P-5055 (as revised), Radiation Health Protection Manual.

As a result of this examination, a pass/fail determination will be made by the Examining Physician and a written report identifying the type of examination (PE,SE,TE) and the results (pass/fail) forwarded no later than 45 days after each examination to the NRL Safety Branch, Code 3540 (for the NRL-DC site) and to the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center, MS).

For any work to be performed at any NRL site, contractor personnel may be required to wear an NRL issued radiation dosimeter. A radiation dosimeter will not be issued to any contractor personnel until the written test report indicating that the employee passed the examination is received by the Safety Branch as noted in the above paragraph.

For contracts already in place, a Preplacement Examination shall be performed within 60 days.

(b) RADIOACTIVE MATERIAL OR RADIATION PRODUCING DEVICES

The Contractor shall notify, in writing, the NRL Safety Branch, Code 3540 (for the NRL-DC site) and NRL-SSC, Code 7030.5 (for the NRL Stennis Space Center, MS site) at least two(2) weeks in advance of all shipments to and from any NRL site of radioactive material or radiation producing devices (e.g., x-ray machines). Shipments of radioactive material received without this may be rejected and returned to the point of origin with no additional price or cost to the contract and any costs associated with this rejection borne by the contractor.

(c) LASER SAFETY

In accordance with OPNAVINST 5100.23 (as revised) *Navy Safety and Occupational Health (SOH) Program Manual*, medical examinations are required for contractor personnel being considered for routine assignment to duties or occupations under this contract that requires work with Class IIIb, Class IV, and certain Class IIIa lasers.

The Contractor is responsible for ensuring the required medical examination(s) is/are conducted. The examinations, such as Preplacement Examinations (PE), Situational Examinations (SE), and Termination Examinations (TE) will be conducted in accordance with BUMEDINST 6470.23 (as revised), *Medical Management of Non-Ionizing Radiation Casualties*. As a result of this examination, a pass/fail determination will be made by the Examining Physician and a written report identifying the type of examination (PE, SE, TE) and the results (pass/fail) forwarded no later than 45 days after each examination to NRL Safety Branch, Code 3540 (for the NRL-DC site) and to the NRL-SSC Code 7030.5 (for the NRL site at Stennis Space Center, MS.).

For contracts already in place, a Preplacement Examination shall be performed within 60 days.

In addition to medical examinations, initial laser safety training is required to work with Class IIIb, Class IV, and certain Class IIIa lasers. Annual refresher training is also required for these systems. Contact the Safety Branch, Code 3540 (for the NRL-DC site) and contact the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center, MS.) for details of the training and medical surveillance programs.

(d) RADIOFREQUENCY SAFETY

In accordance with OPNAVINST 5100.23 (as revised), Navy Safety and Occupational Health (SOH) Program Manual, all contractor personnel being considered for routine assignment to duties or occupations under this contract that require work with systems that emit radio frequency (RF) radiation above the permissible exposure limits of DoDINST 6055.11 (as revised), *Protection of DoD Personnel from Exposure to Radio Frequency Radiation and Military Exempt Lasers* shall receive initial and biennial safety training. Contact the Safety Branch, Code 3540 (for the NRL-DC site) and contact the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center , MS) for details of the training program.

(e) STOP WORK

The NRL Safety Branch Head (Code 3540) or the Health Physics Section Head (Code 3544) may require the contractor to stop performance with no additional price or cost to the contract when either determines contractor operation on any NRL site does not comply with an applicable radiation safety law, regulation or directive, and is a threat to the health and welfare of NRL employees.

10. ACQUISITION AND HANDLING OF AMMUNITION, ENERGETIC, AND EXPLOSIVE MATERIALS/ORDNANCE/DEVICES, PYROPHORICS, AND INERT ITEMS

When working with ammunition, energetic or explosive materials or devices, the Contractor is responsible for ensuring that its personnel comply with the safety regulations and instructions in NAVSEA OP5, Volume 1 (as revised), *Ammunition and Explosives Ashore*; NAVSEAINST 8020 (as revised), *Ammunition and Explosives Handlers Qualification and Certification Program*; NRLINST 8020.1 (as revised) Explosives Safety Manual; NAVMED P-117 (as revised) *Manual of the Medical Department*; 49 CFR Part 391.41-49, *Physical Qualifications and Examinations*; and 48 CFR DFARs 252.223-7002 and 252.223-7003. The contractor shall forward to the NRL Explosives Safety Officer, Code 3546, acquisition information for these items during the period of performance of the contract including the following information:

- (1) Name, nomenclature of the material(s) or device(s);
- (2) Quantity (Number and type of material(s) or device(s) being acquired);
- (3) Net Explosive Weight (NEW) per item and a total for the shipment;
- (4) Location where the materials will be stored;
- (5) Personnel involved in the handling of the materials;
- (6) Reference Standard Operating Procedures (SOP) for subject items;
- (7) Material Safety Data Sheet (MSDS) for each item;
- (8) Transportation documentation (to include Interim Hazard Classification(s) or Final Classification information);
- (9) Date of shipment and anticipated delivery date to the Naval Research Laboratory (Shipments received without prior approval or notification will be returned to the point of origin);
- (10) Contract number;
- (11) Name and Code of the COR/AGR/TM, NRL Project Officer, or Point of Contact as listed in the contract

The Contractor shall notify the NRL Explosives Safety Officer, Code 3546, in writing (for all NRL sites) at least 2 weeks in advance of all shipments to NRL of energetic or explosive materials, explosive ordnance/devices, pyrophorics and pyrotechnics. Shipments received without notification may be rejected and returned to the point of origin. Any costs associated with this rejection will be borne by the contractor.

The Contractor shall notify the NRL Explosives Safety Officer, Code 3546, in writing (for all NRL sites) at least 2 weeks in advance of all shipments of empty, inert, or "dummy explosive devices. Documentation must accompany each item when shipped or they may be rejected and returned to the point of origin with no additional price or cost to the contract and any costs associated with this rejection borne by the contractor.

The contractor shall:

- (a) Certify the required training for his/her employee(s);
- (b) Provide a letter to the COR/AGR/TM stating that employees who use explosives (or who supervise employees who work with explosives) are trained and qualified to perform the work;
- (c) Renew the certification annually and whenever operations are significantly changed.

The NRL Safety Branch Head (Code 3540) or the Explosives Safety Officer (Code 3546) may require the contractor to stop performance with no additional price or cost to the contract when either determines contractor operation on any NRL site does not comply with an applicable explosive safety law, regulation or directive, and is a threat to the health and welfare of NRL employees.

11. HAZARDOUS MATERIAL CONTROL AND MANAGEMENT

See the contract clause entitled Hazardous Material Identification and Material Safety Data (FAR 52.223-3) for definition of "hazardous material."

For purpose of complying with the contract clause entitled Hazardous Material Identification and Material Safety Data, any hazardous material used or stored by the contractor at any NRL site shall be considered to be delivered under this contract.

After contract award, MSDSs required by the contract clause shall be submitted to the COR or AGR identified in the contract and NRL Safety Branch, Code 3540 (for the NRL-DC site) and to the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center , MS).

The contractor shall comply with NRLINST 4110.1 (as revised), *NRL Hazardous Material Control and Management (HMC&M) Program*, when using or storing hazardous material at any NRL site. Copies of the instruction may be obtained from NRL Safety Branch, Code 3540, Telephone (202) 767-2232 (for the NRL-DC site) and from NRL-SSC, Code 7030.5, Telephone (228) 688-5561 (for the NRL site at Stennis Space Center , MS).

If hazardous material is to be used or stored by the contractor at any NRL site, the contractor shall provide the following information to the COR or AGR at the time the material is ordered or no later than the time the materials are delivered to any NRL site.

- a). A copy of the Material Safety Data Sheet (MSDS) for each hazardous material (HM) used or stored at NRL. (In addition, contractors must ensure that MSDSs are readily available either in hardcopy form in a central location or by the use of electronic devices (i.e., CD-ROMs or Internet) in the workplace.
- b). The precautionary measures implemented to protect personnel using HM.
- c). The labeling system used by the contractor. (The labeling system must meet the requirements of 29 CFR 1910.1200 and 29 CFR 1910.1450).
- d). The procedures used to evaluate personnel exposure.
- e). An inventory (initial and updated annually, thereafter) of all HM used or stored at NRL. The inventory must include the location (building and room) of storage, quantity at NRL, chemical name, manufacturer, MSDS unique identifier, and a point of contact.

12. EXPOSURE TO HAZARDOUS MATERIALS

In accordance with 29 CFR 1910.1200, Hazard Communication, the Contractor is hereby advised that a wide variety of hazardous materials are used and stored at NRL and that some contractor personnel may be exposed to these materials under normal working conditions or foreseeable emergencies. MSDSs for materials currently used at NRL are available at the NRL Safety office. The NRL Safety Branch (Code 3540) may also be contacted for information on the hazardous material labeling system used in the NRL workplace and for required protective measures to be observed by the contractor personnel when working with or near such materials. It is the responsibility of the contractor to provide information and training to their employees as required in 29 CFR 1910.1200(h) (Ref: NRLINST 4110.1 {as revised}) NRL Hazardous Material Control and Management (HMC&M) Program.

13. ON-SITE "HOT-WORK"

Whenever performing "hot work", such as soldering, welding or cutting with open flame torches, on any NRL, Washington , D. C. site, prior to beginning work, the contractor is required to coordinate with:

- (1) Resident Officer-in-Charge of Construction (ROICC-9040)
Phone (202) 767-1037

- (2) Naval District Washington Fire Department
Fire Protection Inspector, (202) 685-0209/0211.

Whenever performing "hot work", such as soldering, welding or cutting with open flame torches on the NRL-SSC site, prior to beginning work, the contractor is required to coordinate with:

- (1) National Space and Aeronautics Administration
John C. Stennis Space Center Fire Department
Phone (228) 688-3639

14. ENVIRONMENTAL

(a) Environmental Management System (EMS)

The Contractor shall perform work consistent with the relevant policy and objectives identified in NRL's Environmental Management System (EMS) outlined in NRL Instruction 5090.2. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by NRL's EMS, including pollution prevention, waste reduction, energy use, and natural resource protection. The Contractor shall provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In addition, the Contractor shall advise their employees of their roles and responsibilities identified by the EMS and how these requirements affect their work performed under this contract.

In the event of any environmental nonconformance or noncompliance associated with the contracted services, the contractor shall take corrective and/or preventative actions. In the event of any noncompliance with any federal, state, or local environmental law, regulation or requirement, the Contractor shall immediately respond by taking all appropriate corrective action and notifying the Contracting Officer's Representative (COR) and the EMS Manager. For any nonconformance with the EMS, the Contractor shall take corrective action and initiate further preventative action, as required by the EMS Manager.

All on-site contractor personnel shall complete yearly EPA-sponsored environmental training specified for the type of work conducted on-site. Upon contract award, the COR will notify the EMS Manager to arrange EMS training for appropriate staff.

Additionally, when ordering supplies for use on NRL or for use by NRL personnel, all contractor personnel must favor energy-efficient, recycled or reclaimed material whenever practicable.

The responsibilities of all contractor personnel include, but are not limited to:

- (1) Recycling all eligible material, including glass, paper (including magazines), plastic, aluminum, and cardboard to the maximum extent practicable;
- (2) Reducing the amount of hazardous material and/or solvent used by purchasing fewer hazardous materials and by increasing the use of products with recycled content;

- (3) Reducing the amount of solid waste from construction and demolition debris, and scrap metal sent to municipal and rubble landfills by reducing, reusing, and recycling; and
- (4) Conserving energy and water usage by turning off lights and equipment when not in use and using only the necessary amount of water needed to complete the required tasks. Continuous conservation of our natural resources is a must.

Any questions regarding EMS may be directed to the NRL EMS Manager.

(b) Pollution Protection

The contractor shall comply with all applicable Federal, state and local environmental laws and regulations including, but not limited to, the Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, and the National Historic Preservation Act. The contractor shall be aware that Environmental Protection Agency (EPA), Department of Defense, or NRL inspections and audits may include questioning of the contractor personnel that are working with or have knowledge of hazardous materials and hazardous waste. Contractors are required to provide and have environmental training commensurate with their responsibilities and maintain the appropriate environmental documentation for Federal, state and local regulators.

15. WEIGHT HANDLING EQUIPMENT AND OPERATION

Contractor crane and forklift operations shall comply with NAVFAC P-307 (as revised), Management of Weight Handling Equipment and OSHA requirements.

16. BIOLOGICAL SAFETY

Contractors who perform biological research work on site at NRL-DC and /or NRL-CBD shall comply with NRLINST 5100.1 (as revised) *Biological Safety*. These contractors shall provide the COR or AGR and the NRL Biosafety Committee with proof of compliance with OPNAVINST 5100.23 (as revised), 29 CFR 1910.1030, Bloodborne Pathogens and NRL Bloodborne Pathogen Exposure Control Plan and documentation for laboratory specific biological training required under 29 CFR 1910.1450, Occupational Exposure To Hazardous Chemicals In Laboratories

C- 5 SUBCONTRACTING PLAN

Subcontracting Plan _____ dated _____ is attached as Attachment J-#.

*(*this clause will be included and completed at time of award, if applicable)*

The contractor's Comprehensive Small Business Subcontracting Plan is incorporated into this contract in accordance with DFARS SUBPART 219.7 *Test Program for Negotiation of Comprehensive Small Business Subcontracting Plans*.

**SECTION D
PACKAGING AND MARKING**

D-1 PACKAGING AND MARKING

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

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE TITLE

52.246-9 - Inspection of Research and Development (Short Form) (APR 1984)

DFARS CLAUSE TITLE

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

E-2 INSPECTION AND ACCEPTANCE

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

**SECTION F
DELIVERIES OR PERFORMANCE**

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

FAR CLAUSE TITLE

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

F-2 DELIVERIES OR PERFORMANCE

- (a) The effective period of this contract during which task orders may be issued is from date of contract award through three (3) years.

- (b) Each task order shall specify the period of performance.

- (c) All deliverables required by Contract Line Item No. (CLIN) 0001 under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative

*

Naval Research Laboratory

Contract Number : *

Task Order Number: _____

Building: *

Code: *

4555 Overlook Avenue, SW

Washington DC 20375-5320

- (d) Each delivery order/task order shall specify the place of performance.

(* To be filled in at time of award)

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 POINTS OF CONTACT

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 – Mr Jerry Riles, jerry.riles@nrl.navy.mil , (202) 767-0667.

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 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-3 TECHNICAL DIRECTION MEMORANDUM (TDM)

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

G-4 SUBCONTRACTORS/CONSULTANTS

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

G-5 PAYMENT OF FIXED FEE (COMPLETION FORM)

The fixed fee set forth in each task order shall be payable on completion of the work and services required under each task order and their acceptance on behalf of the Government. However, the contractor may bill on each voucher the amount of the fixed fee bearing the same percentage to the amount of cost billed as the total fixed fee bears to the total estimated cost set forth in the task order, subject to the contract clause entitled "Fixed Fee" (FAR 52.216-8). If the fixed fee is reduced pursuant to any clause or requirement of this contract and the reduced fee is less than the sum of all fee payments made to the contractor under this contract, the contractor shall repay the difference to the Government. The total fee paid the contractor shall not exceed the fixed fee set forth in Section B.

G-6 INCREMENTAL FUNDING

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

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this order is \$* and it is estimated that this amount is sufficient for performance through * .

(* To be filled in at time of award)

G-7 INFORMATIONAL SUBLINE ITEMS

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

G-8 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

The following procedure shall be followed when placing task orders under this contract:

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Task orders under this contract will be issued on a cost-plus-fixed-fee basis and may be either completion or term form (see FAR 16.306). Each task order shall be subject to either FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds, as appropriate. Each term form task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".

- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work. The fixed fee shall be in the same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.
- (e) Task orders issued shall include, but not be limited to, the following information:
- (1) Date of Order
 - (2) Contract Number and Task Order Number
 - (3) Accounting and Appropriation Data
 - (4) Description of the Work to be Performed
 - (5) DD Form 1423 (Contract Data Requirements List)
 - (6) Place of Performance
 - (7) Period of Performance
 - (8) Estimated Cost Plus Fixed Fee
 - (9) DD Form 254 (Contract Security Classification Specifications)
 - (10) List of Government furnished material and the estimated value thereof for each order.
(If Applicable)
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

G-9 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER

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

G-10 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION

Citations (DFARS PG&I 204.7108(d)(12)) PGI 204.7108, clauses 252.204-0001 through 0011 are not applicable to these orders; therefore, use PGI 204.7108(d)(12) Other and pay as follows: If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN(s) cited on the contractor's invoice.

If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN(s) cited on the contractor's invoice.

G-11 PAYMENT AND VOUCHER INSTRUCTIONS

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

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

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

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

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

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the voucher. If more than one ACRN is cited, the voucher must indicate the amounts to be paid from each.

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. Please contact the ADMINISTERED BY Office listed on page one of the award document for additional instructions.)

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"/> Cost Voucher <input type="checkbox"/> Invoice and Receiving Report (COMBO) <input type="checkbox"/> Invoice as 2-in-1 (services only)
Contract Number	N00173-12- D-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
DCAA Auditor DoDAAC	
CAGE Code	

IMPORTANT REQUIREMENT: When submitting vouchers using WAWF, the Contractor shall 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

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office. Such authorization does not extend to the first and final vouchers. For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office listed 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).

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

H-1 TYPE OF CONTRACT

This is a *

*(*To be completed at time of award)*

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

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

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

Labor Category	First/M/Last Name

H-3 LEVEL OF EFFORT TASK ORDERS

- (a) In the performance of each term form task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.
- (b) It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order. The Contractor is required to notify the Contracting Officer when 85% of the total level of effort of the task order has been expended.
- (c) If, during the term of the task order, the Contractor finds it necessary to accelerate the expenditure of direct labor under the task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the task order. If the maximum amount specified in the contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed-fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by modification of the order and, if necessary, the contract.
- (d) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.
- (e) If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows:
- $$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$
- or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.
- (f) In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.

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

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

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

H-4 ONR 5252.235-9714 - REPORT PREPARATION (JUL 2005)

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

H-5 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

H-6 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.

*(*To be completed at time of award)*

H-7 PROTECTION OF HUMAN SUBJECTS

Any collection or analysis of data from human subjects must not commence until the contractor provides the following information per SECNAV 3900.39D 8.d. (1):

- (a) An appropriate DoD Navy Assurance or a Federalwide Assurance (FWA) with a DoD Navy addendum to the FWA, or an application for a DoD Navy Assurance.
- (b) Documentation of the Institutional Review Board's (IRBs) initial and continuing review and approval.
- (c) IRB-approved informed consent form, except when not required consistent with law and regulation.
- (d) IRB-approved research protocol.
- (e) Documentation that research ethics and human subject protections training has been completed by the contractor's principle investigators.

The contractor has responsibility for certain reporting requirements per SECNAV 3900.39D 8.d. (2).

PART II - CONTRACT CLAUSES**SECTION I
CONTRACT CLAUSES****I-1FAR 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.
- 52.204-2 - Security Requirements (AUG 1996)
- 52.204-4 - Printed Or Copied Double-Sided On Recycled Paper (MAY 2011)
- 52.204-7 - Central Contractor Registration (JUL 2010)
- 52.204-9 - Personal Identity Verification Of Contractor Personnel (JAN 2011)
- 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 Information Regarding Responsibility Matters (JAN 2011)
- 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 (AUG 2011)
- 52.215-11 - Price Reduction For Defective Cost Or Pricing Data - Modifications (AUG 2011)
- 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)
- 52.216-7 - Allowable Cost And Payment (JUN 2011) (fill in 30th)
- 52.216-8 - Fixed-Fee (JUN 2011)
- 52.216-24 - Limitation of Government Liability (APR 1984)
- 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)
- 52.219-9 - Small Business Subcontracting Plan (JAN 2011)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 52.219-25 - Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (DEC 2010)
- 52.222-2 - Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
- 52.222-3 - Convict Labor (JUN 2003)
- 52.222-20 - Walsh-Healey Public Contracts Act (OCT 2010)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (MAR 2007)
- 52.222-35 - Equal Opportunity For Veterans (SEP 2010)
- 52.222-36 - Affirmative Action For Workers With Disabilities (OCT 2010)
- 52.222-37 - Employment Reports On Veterans (SEP 2010)
- 52.222-40 - 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)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (MAY 2011)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (MAY 2011)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.223-15 - Energy Efficiency In Energy-Consuming Products (DEC 2007)
- 52.223-17 - Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)
- 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)
- 52.223-19 - Compliance With Environmental Management Systems (May 2011)
- 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 (DEC 2007)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.227-10 - Filing Of Patent Application- Classified Subject Matter (DEC 2007)
- 52.227-11 - Patent Rights - Ownership by the Contractor (DEC 2007)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 52.230-2 - Cost Accounting Standards (OCT 2010)
- 52.230-4 - Consistency In Cost Accounting Practices (JUN 2010)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (OCT 2010)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-20 - Limitation Of Cost (APR 1984) (*Applicable when the contract or task order is fully funded*)
- 52.232-22 - Limitation Of Funds (APR 1984) (*Applicable when the contract or task order is not fully funded*)
- 52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
- 52.232-25 - Prompt Payment (OCT 2008) Alternate I (FEB 2002)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002) - Alternate I (DEC 1991)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
- 52.242-3 - Penalties For Unallowable Costs (MAY 2001)
- 52.242-4 - Certification of Final Indirect Costs (JAN 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate V (APR 1984)
- 52.243-6 - Change Order Accounting (APR 1984)
- 52.243-7 - Notification Of Changes (APR 1984) fill in 30
- 52.244-2 - Subcontracts (OCT 2010) - Alternate I (JUN 2007)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 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)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (FEB 2006)
- 52.247-63 - Preference For U. S. Flag Air Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)
- 52.249-14 - Excusable Delays (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)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES**DFARS CLAUSE TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (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)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 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 (DEC 2006)
- 252.211-7003 - Item Identification And Valuation (JUN 2011) (*fill in none* in (c)(1)(ii) and (c)(1)(iii))
- 252.211-7006 - Radio Frequency Identification (FEB 2007)
- 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)
- 252.216-7006 - Ordering (MAY 2011)
- 252.217-7027 - Contract Definitization (OCT 1998)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.219-7004 - Small Business Subcontracting Plan (Test Program) (JAN 2011)
- 252.222-7006 - Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7004 - Report Of Intended Performance Outside The United States And Canada- Submission After Award (Oct 2010)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States (Oct 2010)
- 252.225-7009 - Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011)
- 252.225-7012 - Preference For Certain Domestic Commodities (DEC 2008)
- 252.225-7013 - Duty Free Entry (Dec 2009)
- 252.225-7016 - Restriction On Acquisition Of Ball And Roller Bearings (JUN 2011)
- 252.225-7030 - Restriction on Acquisition Of Carbon, Alloy, And Armor Steel Plate (APR 2003)
- 252.225-7036 - Buy American Act – Free Trade Agreements – Balance Of Payments Program (DEC 2010)

- 252.225-7040 - Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUN 2011)
- 252.225-7043 - Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JAN 2009) (fill in : Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
- 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 (MAR 2011)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (MAR 2011) - Alternate I (JUN 1995)
- 252.227-7016 - Rights In Bid Or Proposal Information (JAN 2011)
- 252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (MAR 2011)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 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)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.232-7005 - Reimbursement Of Subcontractor Advance Payment—DoD Pilot Mentor-Protégé Program (SEP 2001)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.234-7001 - Notice of Earned Value Management System (APR 2008)
- 252.234-7002 - Earned Value Management System (MAY 2011)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 252.237-7023 - Continuation of Mission Essential Functions .(OCT 2010)
- 252.237-7024 - Notice of Continuation of Essential Contractor Services (OCT 2010)
- 252.242-7004 - Material Management And Accounting System (MAY 2011)
- 252.242-7005 - Contractor Business Systems (MAY 2011)
- 252.242-7006 - Accounting System Administration (MAY 2011)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (NOV 2010)
- 252.244-7001 - Contractor Purchasing System Administration (MAY 2011)
- 252.245-7001 - Tagging, Labeling, and Marking of Government-Furnished Property (FEB 2011)
- 252.245-7002 - Reporting Loss of Government Property (FEB 2011)
- 252.245-7003 - Contractor Property Management System Administration (MAY 2011)
- 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 (NOV 2004)

**I-2 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION
(APR 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.

(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 exercise date specified in the contract for 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 current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, 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 _____.

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

- (a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –
- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
 - (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

WARNING

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

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

I-4 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of award through five(5) years (if all options are exercised).
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

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

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$25,000.00**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
- (1) Any order for a single item in excess of **\$73,500,000.00**
 - (2) Any order for a combination of items in excess of **\$73,500,000.00**; or

(3) A series of orders from the same ordering office within **five (5)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within five (5) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

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

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after

I-7 FAR 52.222-42 - STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

***THIS STATEMENT IS FOR INFORMATION ONLY:
IT IS NOT A WAGE DETERMINATION***

Employee Class	Monetary Wage-Fringe Benefits
21020 – Forklift Operator	\$14.81 (or current WD)
31362 - Truckdriver, Medium Truck	\$17.99 (or current WD)
31363 - Truckdriver, Heavy Truck	\$19.54 (or current WD)

NOTE: The classes of service employees are not required for permanent employment under the contract, but may be required to assist against a specific Task Order as required.

I-8 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT.

(a) The Government may extend the term of this contract by written notice to the Contractor within fifteen (15) days prior to contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

(End of clause)

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

**SECTION J
LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Statement Of Work - 5 Pages
- J-2** Exhibit A - DD Form 1423, Contract Data Requirements List, 3 Pages.
- J-3** Attachment (2) - DD Form 254, Contract Security Classification Specification, Ser 114-10, Dated 2 Dec 2010, 2 Pages.
- J-4** Attachment (3) – Personnel Qualifications, 3 Pages.
- J-5** Attachment (4) – Accounting and Appropriation Data- page. *

(To be included with issuance of each individual Task Order)*

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 (MAY 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) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations--Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, or 2010.

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

(vii) 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.

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

(ix) 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.

(x) 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.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 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.

(xiii) 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.

(xiv) 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.

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

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

(xvii) 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.

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

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

(xx) 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) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (vii) 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 (APR 2011)

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is 541712
(2) The small business size standard is 500 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
--	--

(End of provision)

K-9 252.225-7000 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)

K-12 252.225-7035 BUY AMERICAN ACT--FREE TRADE AGREEMENTS--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2011)

(a) *Definitions.* Bahrainian end product, commercially available off-the-shelf (COTS) item, component, domestic end product, Free Trade Agreement country, Free Trade Agreement country end product, foreign end product, Moroccan end product, Peruvian end product, qualifying country end product, and United States, as used in this provision, have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b) * * *

(1) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products or Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) * * *

(1) * * *

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products:

(Line Item Number)-----

(Country of Origin)-----

* * * * *

ALTERNATE I (DEC 2010)

As prescribed in 225.1101(10)(ii), substitute the phrase "Canadian end product" for the phrases "Bahrainian end product," "Free Trade Agreement country," "Free Trade Agreement country end product," "Moroccan end product, and "Peruvian end products" in paragraph (a) of the basic provision; and substitute the phrase "Canadian end products" for the phrase "Free Trade Agreement country end products other than Bahrainian end products or Moroccan end products" in paragraphs (b)(2) and (c)(2)(ii) of the basic provision, and delete the phrase "Australian or" from paragraph (c)(2)(i) of the basic provision.

ALTERNATE II (DEC 2010)

As prescribed in 225.1101(10)(iii), add the terms "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a) and substitute the following paragraphs (b)(2) and (c)(2)(i) for paragraphs (b)(2) and (c)(2)(i) of the basic clause.

(b)

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Free Trade Agreement country end products other than Bahrainian end products, Moroccan end products, or Peruvian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c)

(2)

(i) The offeror certifies that the following supplies are qualifying country (except Australian or Canadian) or SC/CASA state end products:

(Line Item Number)-----

(Country of Origin)-----

(End of provision)

ALTERNATE III (DEC 2010)

As prescribed in 225.1101(10)(iv), substitute the following paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) for paragraphs (a), (b)(2), (c)(2)(i), and (c)(2)(ii) of the basic clause:

(a) Definitions. Canadian end product, commercially available off-the-shelf (COTS) item, domestic end product, foreign end product, qualifying country end product, South Caucasus/Central

and South Asian (SC/CASA) state end product, and United States have the meanings given in the Buy American Act--Free Trade Agreements--Balance of Payments Program clause of this solicitation.

(b)

(2) For line items subject to Free Trade Agreements, will evaluate offers of qualifying country end products, SC/CASA state end products, or Canadian end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c)

(2)

(i) The offeror certifies that the following supplies are qualifying country (except Canadian) or SC/CASA state end products:

(Line Item Number)-----

(Country of Origin)-----

(ii) The offeror certifies that the following supplies are Canadian end products:

(Line Item Number)-----

(Country of Origin)-----

**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. In accordance with FAR 52.215-1, the Government reserves the right to award without discussions. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.acqnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	-	Facilities Capital Cost Of Money (JUN 2003)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (OCT 2000)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)

DFARS CLAUSE TITLE

252.209-7001-1.	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
252.211-7005	- Substitutions For Military Or Federal Specifications And Standards (NOV 2005)
252.225-7003	-Report Of Intended Performance Outside The United States And Canada – Submission With Offer (DEC 2006)

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 delivery services shall be addressed:

**Contracting Officer, ATTN: Jerry Riles, Code 3220
RFP No. N00173-12-R-JR01 Closing Date: 25 Jun 2012 Time: 12:00pm, Noon, EST
Naval Research Laboratory
4555 Overlook Avenue, S.W.
Washington, D.C. 20375**

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

Facsimile proposals are not authorized.

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) ALTERNATE IV (OCT 2010)

- (a) Submission of cost or pricing data is not required.
- (b) Provide data described below : See Section L-15, Volume II, Business Proposal
Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include information on previous sales of the same or similar services, or the projected costs of performing the requirements (labor costs, etc), basis of estimates, etc.

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

The Government contemplates award of a Indefinite Delivery Indefinite Order (IDIQ) Type contract resulting from this solicitation.

L-6 FAR 52.222-18 – CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

L-7 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)

(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 Government Accountability 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-8 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 Basis for Rights Asserting 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-9 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

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

L-10 GOVERNMENT-FURNISHED PROPERTY

No material, labor, or facilities will be furnished by the Government unless requested by the Contractor and provided for in the contract. If Government-Furnished Property is required for the performance of this effort, the Contract shall clearly identify what is required and the time it is necessary for uninterrupted performance of the effort.

L-11 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer no later than seven (days) prior to RFP closing, at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*. Responses to questions will be provided to interested parties via an amendment to the solicitation. Questions received after this day may not be answered. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-12 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 proposal should be written and organized so as to be compatible with the RFP, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.
- (3) The technical proposal is restricted to a maximum of 175 pages, excluding personnel resumes. This does not include double page copying.

L-13 SECURITY REQUIREMENTS

Access to classified information is not required to submit a proposal for this statement of work. However, prospective Offerors shall have the required facility clearance in accordance with attached DD254 at the time of proposal and personnel available with final DoD granted personnel security clearances required for performance of the contract.

L-14 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES

The following is the anticipated distribution by labor category of the maximum level of effort. This distribution shall be used by the offeror in preparing the cost proposal against term type task orders. If the offeror uses labor category terminology other than that used in this provision, the offeror must provide a matrix clearly relating their proposed labor categories to those in this provision.

Labor Categories	Hours/Year	Total Hours
<u>TASK 3.1</u>		
Project Lead/Manager	3,000	9,000
Senior Project Engineer/Scientist	4,000	12,000
Project Engineer/Scientist	6,000	18,000
Jr. Engineer/Scientist	6,000	18,000
Research Assistant	2,000	2,000
<u>TASK 3.2</u>		
Project Lead/Manager	4,200	12,600
Senior Project Engineer/Scientist	10,000	30,000
Project Engineer/Scientist	12,000	36,000
Jr. Engineer/Scientist	12,000	36,000
Research Assistant	1,000	3,000
<u>TASK 3.3</u>		
Project Lead/Manager	1,000	3,000
Senior Project Engineer/Scientist	6,000	18,000
Project Engineer/Scientist	6,000	18,000
Jr. Engineer/Scientist	6,000	18,000
Research Assistant	4,000	12,000

L-15 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES.

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

Volume I: Technical and Past Performance Proposal: The volume shall consist of the following:

Section A: Cover Sheet: A cover sheet shall be provided as the first page of each volume and shall include the following information:

- Volume number
- Title of volume
 - i. Technical/Management Volume (including Sample Task response)
 - ii. Cost Volume

- Whether document is an original or copy. If a copy, include the copy number, i.e., "Copy 1 or 2."
- Solicitation number
- Offeror's Name

Section B: Table of Contents: Specify the page number, where each section and each piece of narrative data is located.

Section C, Factor 1: Personnel Qualifications – Offerors shall submit sufficient documentation, including required resumes that demonstrate the proposed personnel meet the required qualifications as stated in the RFP's Personnel Qualifications, including experience (both general and project specific), education, and security clearance.

Offerors shall submit documentation indicating availability of key personnel and their commitment under any resulting contract. Commitment proof may include but is not limited to commitment letters for all key personnel or proof of current employment with the company. If current employment proof is submitted the company may include a corporate commitment letter where the company plans to maintain the proposed key personnel for the duration of the tasks they have been proposed for. While not required, these commitment documents will help solidify a favorable rating.

Offerors shall submit documentation indicating immediate availability for all proposed personnel who are not currently contractor employees. This documentation may include, but not limited to, commitment letters and/or subcontract/consultant agreements.

Section D, Factor 2: Corporate Experience – Offerors shall submit sufficient documentation to support their corporate and their subcontractors breadth and depth of experience in managing and executing programs and platforms similar in size, scope and complexity to those contained in the Statement of Work (SOW) with industry or Government Agencies within the last five(5) years. Supporting documentation shall include but is not limited to a summary statement of previous corrosion related experience for them and any subcontractor proposed.

Offerors shall submit sufficient documentation to support and/or demonstrate experience with Federal Research and Development Laboratories and/or the desired experience with U. S. Naval Research Laboratory.

Section E, Factor 3: Technical Understanding – Offerors shall demonstrate their complete understanding of the technical requirements and the general nature of the tasks set forth in the SOW. A simple statement of understanding or playback of the SOW will not be considered as responsive.

The proposal shall provide documentation which demonstrates the soundness of approach by a feasible and workable program for each task requirement. In addition, the proposal shall demonstrate credibility, realism, and logic to the proposed tasking requirements and required deliverables. Offerors shall provide a technical and cost proposal for performance of the Sample Task Order SOW which will be evaluated to assist in assessing the Offerors ability to provide soundness of approach, credibility, realism, and logic to proposed tasking.

Section F, Factor 4: Program Management - Offerors shall demonstrate the quality of their management approach and present a detailed Management Plan that reflect the Offerors ability to successfully manage multiple Task Orders being performed simultaneously. Offerors shall provide the Government with management methods, processes, and techniques used to organize and staff the contract as well as its plan to retain qualified workers at the management and operational levels.

The offeror shall submit sufficient documentation to support the Offeror's plan to manage its subcontractors.

Section G, Factor 5: Past Performance - Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last two (2) contracts or subcontracts completed by the offeror or predecessor companies during the past five (5) years for services similar in nature to this requirement. Include in the two (2) any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

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

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at http://heron.nrl.navy.mil/contracts/4335_1.pdf 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.

NOTE: The Government reserves the right to use data provided in the Offeror's proposal and data obtained from other sources. Please note that references provided on classified contracts cannot be verified.

Sector H, Factor 6: Small Business Participation

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2011), 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.

(b) Proposals must include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (OCT 2000), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999). 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.

(c) All offerors are required to submit Small Business Participation Plan information in accordance with DFARS 215.304 that shall include the following:

1. Total Contract Value (including options): \$_____
2. Dollar Value of your participation as a prime contractor: \$_____
3. Dollar Value and Percentage of Total Contract Value of Subcontracts Planned for:

	Dollar Value	Percentage of Total Contract Value
Large Business	\$	%
Total Small Business	\$	%
Small Non-Disadvantaged Small Business	\$	%
Small Disadvantaged Small Business	\$	%
Woman-Owned Small Business	\$	%
Service-Disabled Veteran-Owned Small Business	\$	%
HUBZone Small Business	\$	%

Each percentage above shall be accompanied by detailed supporting documentation regarding individual commitments. Detailed explanations shall also be provided when the percentage falls short of the DoD goals.

NOTE: The sum of the dollar values and percentages of Small Non-Disadvantaged and Small disadvantaged Businesses should equal the Total Dollar Value entry for the Total Small Business Participation category. However, the sum of all the percentages under Paragraph 3 need not equal 100% since the prime is not included and because individual subcontractors may be counted towards more than one category. All percentages should use the MAXIMUM ESTIMATED VALUE as a baseline.

- i. List principal supplies/services (be specific) to be subcontracted to:

	Name of Company	Type of Service/Supply
Large Business		
Total Small Business		
Small Non-Disadvantaged Small Business		
Small Disadvantaged Small Business		
Woman-Owned Small Business		
Service-Disabled Veteran-Owned Small Business		
HUBZone Small Business		

NOTE: For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

- ii. Prior Performance Information: Provide any information substantiating the Offeror's track record of utilizing small business on past contracts. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships should be provided.
- iii. Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19 as subcontractors.

NOTE: This Factor does not apply to small business concerns.

L-16 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES, AS WELL AS AN ELECTRONIC COPY COMPATIBLE WITH MICROSOFT OFFICE.

(1) COST PROPOSAL

The offeror shall submit a business proposal that includes a matrix of the required personnel categories and applicable labor rates for each. Additional information/rates utilized for determination of costs shall also be included, such as fringe, indirect, G&A, FCCM, etc. Applicable rates and any additional supporting information should be consistent with offeror's cost accounting system.

The following format is an example for submission of the supporting breakdown:

Labor Category	Labor Rate	Fringe	Overhead	G&A	Burdened Rate	Fee	Loaded Rate

Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

The offeror's business proposal shall include their proposed fee for application against task order costs. The offeror's business proposal shall include a detailed listing of applicable cost categories which make up the cost base against which fee will be applied, including such costs categories as labor, fringe, applied overhead, G&A, etc. (FCCM shall not be included in the cost base for application of fee).

Detailed costs will be required for submission and evaluation prior to award of any Task Order(s) issued under any resulting contract to this solicitation.

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

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

L-17 SAMPLE TASK

(a) Each Offeror is required to complete and submit a technical and cost proposal against a Sample Task for evaluation. The proposal shall be included as part of Volume I. The purpose of the Sample Task is for the Offeror to demonstrate their ability to provide soundness of approach, credibility, realism, and logic to proposed tasking, and their understanding of the Government's requirements. The Sample Task will also be used by the Government to assess the Offerors methodology for proposing costs by evaluating the reasonableness, realism, and completeness of the proposed costs for performance of the Sample Task. The Sample Task will not constitute a part of the offer, and the information communicated as part of the order will not become a part of any resultant contract; however, the response to the Sample Task will be a material part of the evaluation by the Government.

The following Sample Statement of Work is provided to allow Offerors to prepare and submit a technical and cost proposal for assessment ONLY:

SAMPLE TASK STATEMENT OF WORK (SOW)**TASK OVERVIEW:**

The contractor shall conduct test, evaluation and demonstration of advanced topside coating systems to validate the performance of commercial and NRL developed coating formulations for corrosion and weather resistance. Testing and evaluation will be conducted at the NRL Key West, FL (NRLKW) Marine Corrosion Facility and at NRL Washington, DC. Five shipboard demonstrations will be completed in Norfolk, VA aboard a LPD-17 and DDG class ships. NRL, NAVSEA and the coatings manufacturer will use the coatings performance data generated under this task for the purposes of generating a Qualification Data Package for approval for use under MIL-PRF-24635.

BACKGROUND:

Currently, the Navy utilizes MIL-PRF-24635 silicon-alkyd coatings for topside, freeboard and superstructure topcoats over MIL-PRF-24441 epoxy polyamide primer. This system suffers from poor color retention, chalking, poor damage resistance and moderate corrosion resistance. The lifetime of these coatings is generally 18 months to 3 years. As these coatings are needed both for corrosion control and for aesthetics, the improved system will demonstrate both improved color stability, color matching, gloss retention in the topcoats and improved corrosion resistance of the primers. NRL is working to develop improved coating systems through both in-house formulation and through commercial industry modified systems. Improved systems include moisture-cured polyurethanes, polysiloxanes and polyaspartic coating systems.

SUBTASK 1

The Contractor shall conduct testing of 25 coating systems according to all of the testing requirements identified in MIL-PRF-24635 (which is available at <http://www.nstcenter.com/docs/milspecs/>). Each test will include the preparation of a test plan and test data sheets for review. Preparation and application of candidate coatings shall be performed in accordance with the manufacturers specification at the NRLKW application facilities, or if the government approves, at contractor facilities. Testing shall include both short and long term tests. Any deviations from the standardized testing identified in the military specification will be noted in the test plan and test report. Such deviations may arise for evaluating new coating properties or attributes.

SUBTASK 2

The shipbuilder shall conduct 5 ship demonstrations of advanced topside coatings system. The demonstrations shall consist of the preparation of installation plans and procedures for the specific coatings to be installed in the format of a Preservation Process Instruction (PPI) (standard PPIs are provided at <http://www.nstcenter.com/docs/PPI/>), engineering planning and coordination with Fleet maintenance activities, containment surface preparation, application of candidate coatings in accordance with NAVSEA Standard Item 009-32, and the collection of cost and performance metrics. Demonstrations will be 10,000 ft² in total coated area and will be conducted on either a DDG or LPD in Norfolk, VA.

TASK ORDER DELIVERABLES:

The contractor shall prepare and submit the following reports, in accordance with the attached DD 1423s, Contract Data Requirements List:

1. Monthly Financial Report
2. Test Plans and Test Data Sheets
3. Installation Plans and Procedures
4. Travel Reports
5. Final Report

PERIOD OF PERMANENCE:

Performance shall be from date of award through twelve(12) months.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

- (a) Award will be based on an assessment of each proposal and award will be made to the offeror whose proposal is determined to provide the best value to the Government, based on the evaluation factors articulated in M.2 Rating Methodology.
- (b) Proposals will be evaluated in accordance with the following criteria. Personnel Qualifications and Past Performance are of equal importance and are significantly more important than Corporate Experience, Technical Understanding, Program Management, and Small Business Utilization, which are of equal importance.
- (c) To receive consideration for award, a rating of no less than "Acceptable" must be achieved for the Technical Factor. No proposal shall be considered for award that fails to reflect the offeror's clear intent to meet the terms and conditions of the solicitation.

M-2-1 EVALUATION FACTORS AND RATING METHODOLOGY

- (a) The following list depicts the Evaluation Factors and subfactors to be used:

Technical Factors

- Factor 1 – Personnel Qualifications
- Factor 2 – Corporate Experience
- Factor 3 – Technical Understanding
- Factor 4 – Program Management
- Factor 5 - Past Performance
- Factor 6 - Small Business Utilization

Cost Factor (Direct and Indirect Rates)

(b) Adjectival Ratings/Definitions

1. The following adjectival ratings and rating definitions will be used to assign an overall rating to each technical proposal except Past Performance:

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.

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

Definitions	
Strength	A proposed method or technique in the proposal that exceeds the solicitation requirements and is of value to the Government.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	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.

(c) Rating Methodology

All proposals shall be subject to evaluation by a team of Government personnel.

(1) Relative order of importance: The evaluation will be based on a complete assessment of the offeror's technical proposal, past performance information. Personnel Qualifications and Past Performance are of equal importance and are significantly more important than Technical Understanding, Company Experience, and Program Management which are of equal importance. Non-price evaluation criteria, when combined, are significantly more important than cost. Non-price technical proposals shall be evaluated on the following five (5) factors which are ranked serially in order of importance: "Personnel Qualifications" and "Past Performance" are of equal importance and are more important than "Company Experience", "Technical Understanding", and "Program Management", which are all of equal importance.

(2) Proposals will be assessed on how well each offeror's proposal meets the solicitation requirements and the risks associated with the offeror's approach. Determining how well the offeror's proposal meets the solicitation requirements will be accomplished in two steps. First, a determination will be made if the offeror's proposal meets the solicitation requirements. Next, the discriminators will be identified for the proposals reflecting the unique strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government. In order to make a sound selection

decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the strengths, weaknesses, and deficiencies (in terms of the evaluation criteria) will be utilized to facilitate the process of determining which proposal presents the best overall value to the Government.

(3) The offerors will receive one overall rating value for the non-price proposal evaluation factors. While cost is an important factor, the only costs associated with this requirement is the cost proposal received in response to the Sample Task SOW and the direct and indirect rates. The Contracting Officer, using sound business judgment, will base the selection decision on the integrated assessment of the Offeror(s)' non-cost factors and cost factor measured against the evaluation criteria listed below.

(4) Evaluation of Technical Proposal:

Factor 1: Personnel Qualifications

Proposals will be evaluated, via required resumes, that the proposed personnel meet the personnel qualifications as stated in the Personnel Qualifications, (Attachment 2) including experience (both general and project related), education, and security clearance.

Proposals will be evaluated on the availability of key personnel and their commitment under the contract.

Proposal will be evaluated based on documentation provided indicating immediate availability for all proposed personnel who are not currently contractor employees.

All personnel requiring security clearances must possess the clearance at time of proposal submission.

Factor 2: Corporate Experience

Proposals will be evaluated on the extent to which they and their subcontractors demonstrate experience in addressing the requirements of the SOW. Offerors will be evaluated on their corporate and their subcontractors' breadth and depth of experience in managing and executing programs and platforms similar in size, scope and complexity to those contained in the SOW with industry or Government Agencies within the last five years.

Proposals will be evaluated on demonstrated experience with Federal Research and Development Laboratories. Specific experience with the U. S. Naval Research Laboratory is desirable.

Factor 3. Technical Understanding

Proposal will be evaluated based on the Offeror's complete understanding of the technical requirements and the general nature of the tasks set forth in the Statement of Work.

A simple statement of understanding or playback of the Statement of Work will not be considered as responsive.

Proposal will be evaluated on the soundness of approach by a feasible and workable program for each task requirement. In addition, the proposal must demonstrate credibility, realism, and logic to the proposed tasking requirements and required deliverables. The Offerors response to the Sample Task Order SOW will be evaluated to assist in assessing the Offerors ability to provide soundness of approach, credibility, realism, and logic to proposed tasking.

Factor 4: Program Management

Proposals will be evaluated on the Offerors demonstrated management approach and submitted Management Plan reflecting the ability to successfully manage performance of multiple Task Orders being performed simultaneously. Proposals will be evaluated on the Offerors' proposed management methods, processes, and techniques used to organize and staff the contract as well as its plan to retain qualified workers at the management and operational levels.

Proposals will be evaluated based on documentation submitted reflecting the Offerors plan and ability to manage its subcontractors.

Factor 5: Past Performance

Proposals 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 five (5) 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 assess 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. 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 Factor 3, Past Performance.

Offeror's past performance will be rated using the evaluation rating scales shown below:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and 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.

Performance Confidence Assessments	
Rating	Definition
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 be able to 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.

(5) **SMALL BUSINESS PARTICIPATION:** Offerors will be evaluated on the level of small business commitment that they are demonstrating for the proposed acquisition, and their level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- c. The complexity and variety of the work small firms are to perform;
- d. The realism of the proposal;
- e. Past performance of the offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns;
- f. The extent of participation of such firms in terms of the value of the total acquisition;

The extent to which the offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DoD) has established small business goals as an assistance to assure small business receives a fair proportion of DoD awards. The goals for this procurement are as follows: Small Business: 31.7% of the total contract value; Small Disadvantaged Business: 5.0% of the total contract value; Woman-Owned Small Business: 5.0% of the total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: 3.0% of the total contract value; Service Disabled Veteran Owned Small Business: 3.0% of the total contract value. (Note, for example, that a participation plan that reflects 5.0% for Small Disadvantaged Business would also count toward the overall Small Business Goal).

NOTE: This Factor does not apply to small business concerns.

(5) Evaluation of Potential Cost/Fee

Cost is not in and of itself the determining factor in the selection of successful offeror for award of the contract contemplated by this solicitation. Because Offerors are not required to submit detailed Cost proposals to allow a detailed evaluation for price realism, reasonableness, and completeness, the Government will utilize the following methodologies for determination of these factors:

(a) Realism:

(i) The Government will evaluate the realism of cost by assessing the compatibility of proposed cost with proposal scope and effort against a 'Sample Task Order'. For the cost to be realistic, it must reflect what it would cost the offeror to perform the 'Sample Task Order' if performed with reasonable economy and efficiency. Cost realism evaluation will include a review of the overall 'Sample Task Order' costs in the offeror's proposal to determine:

- If costs are realistic for the sample task SOW proposed;
- If costs reflect a clear understanding of the Sample Task Order requirements; and
- If costs 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 proposed Fee is balanced (i.e., proposed fee is reasonable yet sufficient to encourage outstanding performance through obtainment of incentives).

(ii) The Government will utilize submitted cost documentation, including labor rates, indirect and G&A

rates, and proposed fee for calculation of Independent Government Estimate via application of Government estimated hours.

(b) Reasonableness: The Government will evaluate the reasonableness of the Sample Task proposed costs through the evaluation of the proposed costs in the aggregate, including proposed overhead rates (Indirect, G&A, Material Handling, FCCM, etc), applicable fee, and other factors utilized in calculation of the total costs. The Government will evaluate the cost by assessing the acceptability of the offeror's methodology used in developing the cost estimates.

(c) Completeness: Cost/Fee proposals shall be evaluated for completeness by assessing the responsiveness of the requested cost/price documentation, by assessing the level of detail of the offeror-provided cost/pricing data as requested and assessing the traceability of estimates. For the cost/pricing data to be complete, the offeror, or its subcontractors must provide all the data necessary to support the offer. The amount of data needed may vary depending on the requirements.

STATEMENT OF WORK

1.0 – INTRODUCTION

The Naval Research Laboratory (NRL), Center for Corrosion Science and Engineering (CCSE), Chemistry Division is responsible for a wide spectrum of Research, Development, Test & Evaluation (RDT&E) programs in the areas of marine corrosion, marine engineering, materials, electrochemistry, coatings, biofouling remediation and environmental effects as related to the Navy surface ships, submarines, marine structures, aircraft, shore facilities and associated government use in general. As part of the mission, the CCSE performs basic and applied RDT&E programs in the laboratory with a number of at-sea and field-based engineering Science & Technology (S&T) demonstrations at command, shipyards, fleet regional maintenance centers and shipboard.

2.0 - SCOPE

The scope of this contract is to acquire scientific, engineering, technical, and analytical support for a wide range of NRL research projects supporting the Navy's corrosion mitigation, coatings, environmental and prevention programs. The principle places of contractor performance shall be the NRL Marine corrosion facilities in Key West, FL and facilities in Washington, DC.

Additional places of performance may include, but not limited to: DoD labs, San Diego, CA; Norfolk, VA; Puget Sound, WA; and Pearl Harbor, HI.

The contractor shall perform basic experimentation and marine engineered systems with the natural environment. At the basic science level, programs include research of corrosion mechanisms, electrochemical systems, materials degradation and failure analysis, as related to marine physio-chemistry, protection and associated marine systems. At the applied levels, the CCSE performs detailed engineering design, development and evaluation of systems as related to bio-remediation, software design, cathodic protection, marine coatings, propulsion, materials performance and fuel cell technology. The emphasis revolves around the design and implementation of improved technology for legacy and next generation Naval platforms, but also closely explores the needs of life-cycle extension, improved service life, affordability, condition based maintenance and new technology development and implementation.

The contractor shall provide the technical expertise, management, control, and reporting functions to accomplish SOW objectives. These include support for: 1) Scientific discovery and invention: Development of scientific and research oriented test plans, perform analyses, conduct basic/applied research, and conduct RDT&E projects in the area of corrosion mitigation, coatings, environmental and prevention programs, 2) Applied Engineering: Perform engineering design, fabrication, installation and evaluation of equipment, techniques and platform based demonstrations as part of developmental programs, proof of concept and fleet technology transition goals, 3) Logistical and Technical Program Support: Provide logistics and demonstration coordination, field activity support, facility development and experimental fabrication.

3.0 - REQUIREMENTS

The contract tasks fall into the following technical and engineering areas:

- 3.1 Environmental Effects on Navy Materials
- 3.2 Marine Coatings Technology
- 3.3 Technology Transfer, Software and Field Demonstration

3.1 Environmental Effects on Navy Materials:

The contractor shall conduct fundamental and applied research to determine the effect of natural environmental exposure on the performance, operation and degradation of Navy centric materials, including metallic alloys, composites, polymers and organic/inorganic coatings materials. The contractor shall recognize and identify Navy materials corrosion problems and perform necessary analyses, such as electrochemical polarizations, chemical analyses, metallographic investigations and other analytical tests to determine and measure corrosion mechanisms, corrosion performance, durability, physio-chemical properties, and degradation. The contractor shall perform experiments and provide measurements on the relationship of Navy materials to changes in the physical chemistry of seawater and related Navy operational and environmental effects to determine materials properties, calcareous deposits, hydrogen effects, corrosion behavior, degradation mechanisms, prognostics, mitigation recommendations and mechanical properties. The contractor shall utilize required techniques and equipment for performance of experiments in laboratory, field, and shipboard environments. The contractor shall utilize analytical equipment to perform microscopic, macroscopic and failure analysis studies on materials bulk properties, surface effects, processes, corroded specimens, enhancements, environmental effects, and performance related properties. The equipment will be available at Government laboratory and/or field sites of performance. The techniques employed may include, but are not limited to: ESEM, EDAX, X-ray diffraction, XRF, FTIR, GC/MS, TGA, High intensity X-ray synchrotron (4.5-35 KeV), topography, metallography, crystallography, potentiostat/galvanostat, impedance spectroscopy, Fourier RAMAN/IR Spectroscopy, coulter counter, PAM Fluorometer, Epi-fluorescent Microscope/image analysis, Flow-CAM Flow Cytometer and spectrum analyzer/oscilloscope.

The contractor shall conduct fundamental and applied research to measure, monitor and quantify the corrosion state of materials, which may include metals, composites, polymers, organic/inorganic coatings and subject to processes such as chlorination and calcareous deposits. In performance of these tasks, the contractor shall utilize corrosion sensors, datalogging equipment, spectrum analyzers, electrochemical isolation equipment, potentiostat/galvanostats, impressed current cathodic protection equipment, chlorination/dechlorination equipment, and other necessary equipment as may be required. This equipment will be available at NRL and/or field sites of performance. The contractor shall assist NRL with the design of Impressed Current Cathodic Protection systems and will assist in scale ship/submarine physical model preparation, hull layout, and model design process. The contractor shall utilize boundary element, finite element analysis and computational modeling techniques to research corrosion assessment/prognostics, cathodic protection behavior/underwater electromagnetic properties and perform fundamental and applied experiments on acoustic and electromagnetic behavior of materials and coatings. The

contractor shall design, evaluate, and prototype corrosion assessment devices, mitigation instrumentation, sensors and associated software, such as: corrosion sensors, datalogging/monitoring instrumentation, tank inspection systems, electrical isolation, underwater ICCP systems/components, control systems/software, and wireless devices.

The contractor shall conduct fundamental and applied research to determine the effect of structural materials selection, fabrication technique, heat treatment, welding, and mechanical processes on the performance, operation and degradation of Navy centric systems, including metallic alloys, composites, polymers, and organic/inorganic coatings materials as they relate to Navy components, such as: hull, pumps, piping, heat exchangers/condensers, propulsion systems, control surfaces, AUV/UUV/towed devices, power plants/fuel cell/battery, MSW/ASW systems, weapons, and operation. The contractor shall carry out studies to determine associated physio-mechanical effects on performance and degradation related to bonding, fastening, adhesives, surface modification/enhancement, heat affected areas, wear, environmental effects, stress/strain effects, inhibitors/additives, and crevice geometry. In support of this effort, the contractor may utilize Instron mechanical testing instrumentation, Slow Strain Rate, and NDE techniques. The contractor shall perform specification evaluation, testing and quality assurance for Navy fuels and material fire assessment/analysis.

3.2 Marine Coatings Technology

The contractor shall conduct fundamental and applied research to formulate and synthesize new and novel resins, pigments and coatings systems for use in underwater hull, topside, non-skid, bilge, rudder, tanks/voids and other Navy applicable systems. The contractor will develop and /or provide new techniques, equipment and processes for coatings inspection, surface preparation, coatings removal, application process/equipment, and development of multi-functional coatings, such as surface tolerant, antifouling, rapid cure, solvent free, self-inspecting, high performance/durability, and low solar absorbance coatings.

The contractor shall test and design coatings/components to conform to applicable military specifications, NAVSEA 009-32 requirement, and system specific processes. The contractor shall test and evaluate coatings, systems and product physical properties/performance under natural seawater exposure, atmospheric conditions, environmental test chambers, Navy velocity regimes (0-70knts), environmental extremes of temperature, humidity and solar exposure, and under unique Navy conditions for acoustic damping, coefficient of friction, wear, durability and exposure. The contractor shall support materials research for efforts to improve reliability of Sonar Dome Rubber Windows (SDRWs) and Sonar Rubber Domes (SRDs); nondestructive examination techniques for Sonar Domes; new materials for Sonar Domes; material synthesis for nanotechnology, and characterization of other acoustic, acoustic sound dampening or related advanced materials.

3.3 Technology, Modeling, and Demonstration

The contractor shall assist in NRL programs related to technology development, proof-of concept S&T and fleet demonstration. The contractor shall perform site work, installation, and operational tasks to maintain systems performance, experimentation and system concept evaluation. The contractor shall provide required manpower and expertise, but is not exclusively limited to, programs in Aquatic Nuisance Species T&E, Maintenance Free Ship Concepts, Submarine Propulsion System and Bearing Testing, Advanced Impressed Current Cathodic Protection and Signature Control Systems, Corrosion Resistant Marine Fasteners, Sacrificial and ICCP Anode/reference cell development, advanced shaft grounding systems, ship water/sewage treatment systems and advanced Naval power systems/components, including fuel cells and battery technology. The contractor shall design and fabricate experimental test beds, components and parts. The contractor should have available personnel trained and licensed to utilize all industrial equipment required to support these task and have appropriate safety and CPR training.

The contractor shall conduct fleet, shipyard, and field application of technology, field assessment, inspections and assist NRL with TEMPALT/ALT development, logistics support, training, and fleet support. The contractor shall assist in conducting NRL fleet programs in marine coatings technology demonstrations, corrosion sensors, optical inspection systems, NAVSEA CCAT ship paint teams/tool crib trailers, non-skid coefficient of friction study (COF), Ballast Water Treatment, ONR Future Naval Concepts (FNC), ONR Innovative Naval Prototypes (INP), NAVSEA Coatings Center of Excellence, ONR Maintenance Free Ship and OSD corrosion initiatives.

4.0 Deliverables

The following deliverables shall be submitted against all task orders issued. Individual task orders may require deliverables specific to performance of individual tasks. Deliverables shall be submitted in accordance with and inclusive of information/data set forth in the applicable DD1423, Contract Data Requirements List.

1. Monthly Financial Report
2. Contractor On-site labor report
3. Monthly Technical Progress report
4. Meeting /Briefing Minutes and Reports
5. Travel Reports (Prime and Sub-contractor)
6. Final Technical report
7. Software, Software Documentation, Developed Source Codes, Database/Algorithms
8. Hardware/Prototype Technical Drawings/Documentation
9. Formal Technical Reports

CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to the Department of Defense, Executive Services and Communications Directorate (0704-0188). Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please do not return your form to the above organization. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM CORROSION RESEARCH	E. CONTRACT/PR NO. 61-0079-12	F. CONTRACTOR TBD
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1. DATA ITEM NO. A001	2. TITLE OF DATA ITEM HARDWARE/PROTOTYPE TECHNICAL DRAWINGS /DOCUMENTATION	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW, SEC 4.0	6. REQUIRING OFFICE NRL CODE 6130
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS The contractor shall provide the subject data items for all modified and/or newly developed scientific equipment. Documentation shall also include systems design, system configuration, users manuals, diagrams, drawings, flowcharts, test and experimental results. DISTRIBUTION STATEMENT F. Further dissemination only as directed by Naval Research Laboratory, Code 6130, 4555 Overlook Avenue SW, Washington, DC 20375-5320 (23 Aug 2011) or higher DoD authority.	15. TOTAL →	0	1	0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A002	2. TITLE OF DATA ITEM SOFTWARE; SOFTWARE DOCUMENTATION; SOURCE CODES/DATABASES/ ALGORITHMS	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW SEC 4.0	6. REQUIRING OFFICE NRL CODE 6130
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7. DD 250 REQ N/A	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS The contractor shall provide the subject data items as developed or generated for all modified and/or newly developed computational and instructional components required for contract performance. DISTRIBUTION STATEMENT F. Further dissemination only as directed by Naval Research Laboratory, Code 6130, 4555 Overlook Avenue SW, Washington, DC 20375-5320 (23 Aug 2011) or higher DoD authority.	15. TOTAL →	1	1	0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY CODE 6130	H. DATE 23 Aug 10	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM MARINE CORROSION	E. CONTRACT/PR NO. 61-0079-12	F. CONTRACTOR TBD
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1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM FORMAL TECHNICAL REPORTS	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW, SEC 4.0	6. REQUIRING OFFICE NRL CODE 6130
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS Formal technical reports shall include, but not limited to: research and development efforts and results, results of research experiments, technical analyses, performance investigations, and other formal technical reports as required. These reports may be required in support of specific programs other than the standard monthly reporting of ongoing research progress. Reports may require submission for review to program Sponsors or other sources outside NRL. Blk 8: The Government shall provide written or email approval of drafts no later than 30 days from receipt of the draft documents. DISTRIBUTION STATEMENT F. Further dissemination only as directed by Naval Research Laboratory, Code 5540, 4555 Overlook Avenue SW, Washington, DC 20375-5320 (23 Aug 2011) or higher DoD authority.	15. TOTAL →	1	1	0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM MEETING/BRIEFING MINUTES AND REPORTS	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW 4.0	6. REQUIRING OFFICE NRL CODE 6130
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION ASREQ	14. DISTRIBUTION		
8. APP CODE A		11. AS OF DATE ASREQ	13. DATE OF SUBSEQUENT SUBMISSION ASREQ	a. ADDRESSEE	b. COPIES	
					Draft	Final
					Reg	Repro

16. REMARKS The Contractor shall provide all briefing materials generated in support of meetings with and or providing presentations to research sponsors and other government agencies on program development and progress. Blk 8: The Government shall provide written or email approval no later than 15 days from receipt of the draft documents. DISTRIBUTION STATEMENT F. Further dissemination only as directed by Naval Research Laboratory, Code 6130, 4555 Overlook Avenue SW, Washington, DC 20375-5320 (23 Aug 2011) or higher DoD authority.	15. TOTAL →	1	1	0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY CODE 6130	H. DATE 9/1/10	I. APPROVED BY	J. DATE
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CONTRACT DATA REQUIREMENTS LIST
(2 Data Items)

Form Approved
OMB No. 0704-0188

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A. CONTRACT LINE ITEM NO. 0006	B. EXHIBIT A	C. CATEGORY: TDP _____ TM _____ OTHER _____
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D. SYSTEM/ITEM MARINE CORROSION	E. CONTRACT/PR NO. 61-0079-12	F. CONTRACTOR TBD
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1. DATA ITEM NO. A005	2. TITLE OF DATA ITEM MONTHLY TECHNICAL PROGRESS REPORT	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW, SEC 4.0	6. REQUIRING OFFICE NRL CODE 6130
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC AWD	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 45 DAC AWD	13. DATE OF SUBSEQUENT SUBMISSION SEE BLK 16	a. ADDRESSEE		b. COPIES

16. REMARKS Report shall include, but not limited to, monthly assessment of research performed, problems/issues encountered, and recommendations. * Report due no later than 15th of each month. DISTRIBUTION STATEMENT F. Further dissemination only as directed by Naval Research Laboratory, Code 6130, 4555 Overlook Avenue SW, Washington, DC 20375-5320 (23 Aug 11), or higher DoD authority. DAC: Days After Contract Award	15. TOTAL → 0 2 0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A006	2. TITLE OF DATA ITEM MONTHLY FINANCIAL REPORT	3. SUBTITLE
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4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW 4.0	6. REQUIRING OFFICE NRL CODE 6130
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7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED F	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION 45 DAC AWD	14. DISTRIBUTION		
8. APP CODE N/A		11. AS OF DATE 45 DAC AWD	13. DATE OF SUBSEQUENT SUBMISSION *SEE BLK 16	a. ADDRESSEE		b. COPIES

16. REMARKS The report shall include, but not limited to, copies of invoices submitted for payment by Contractor, subcontractors and consultants; receipts for purchase of materials and equipment, travel expenses, and other direct costs. The report shall include actual expenditures for each task for the current month and cumulative costs to date; and projected expenditures for the complete fiscal year. The report shall be in a format designated by the Government. * Report due no later than 15th of each month. DISTRIBUTION STATEMENT F. Further dissemination only as directed by Naval Research Laboratory, Code 6130, 4555 Overlook Avenue SW, Washington, DC 20375-5320 (23 Aug 11), or higher DoD authority. DAC: Days After Contract Award	15. TOTAL → 0 2 0
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17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY Code 6130	H. DATE 23 Aug 10	I. APPROVED BY	J. DATE
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DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <p style="text-align: center;">SECRET</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center;">NONE</p>																																																																																					
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>																																																																																						
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b. SUBCONTRACT NUMBER		<input type="checkbox"/> b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)																																																																																					
<input checked="" type="checkbox"/> c. SOLICITATION OR OTHER NUMBER N00173-11-R-SK03	DUE DATE (YYYYMMDD)	<input type="checkbox"/> c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)																																																																																					
4. IS THIS A FOLLOW-ON CONTRACT? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under <u>N00173-07-C-2068</u> <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.																																																																																									
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.																																																																																									
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>																																																																																									
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<table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;">10. CONTRACTOR WILL REQUIRE ACCESS TO:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> <th style="width: 30%;">11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:</th> <th style="width: 5%;">YES</th> <th style="width: 5%;">NO</th> </tr> </thead> <tbody> <tr> <td>a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> <td>a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY</td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td style="text-align: center;"><input type="checkbox"/></td> </tr> <tr> <td>b. 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HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>(2) Non-SCI</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>f. SPECIAL ACCESS INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>h. REQUIRE A COMSEC ACCOUNT</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>g. NATO INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>i. HAVE TEMPEST REQUIREMENTS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>h. FOREIGN GOVERNMENT INFORMATION</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> <td>j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS</td> <td style="text-align: center;"><input type="checkbox"/></td> <td style="text-align: center;"><input checked="" type="checkbox"/></td> </tr> <tr> <td>i. 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RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>	<input type="checkbox"/>	<input type="checkbox"/>	k. OTHER <i>(Specify)</i>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
10. CONTRACTOR WILL REQUIRE ACCESS TO:	YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:	YES	NO																																																																																				
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY	<input checked="" type="checkbox"/>	<input type="checkbox"/>																																																																																				
b. RESTRICTED DATA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
d. FORMERLY RESTRICTED DATA	<input type="checkbox"/>	<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
e. INTELLIGENCE INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	e. PERFORM SERVICES ONLY	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
(1) Sensitive Compartmented Information (SCI)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
(2) Non-SCI	<input type="checkbox"/>	<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
f. SPECIAL ACCESS INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
g. NATO INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
h. FOREIGN GOVERNMENT INFORMATION	<input type="checkbox"/>	<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
i. LIMITED DISSEMINATION INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE	<input type="checkbox"/>	<input checked="" type="checkbox"/>																																																																																				
j. FOR OFFICIAL USE ONLY INFORMATION	<input checked="" type="checkbox"/>	<input type="checkbox"/>	l. OTHER <i>(Specify)</i>	<input type="checkbox"/>	<input type="checkbox"/>																																																																																				
k. OTHER <i>(Specify)</i>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>																																																																																				

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

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 6130

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

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

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prospective contractors "must" have the required SECRET facility clearance at the time of proposal submission and personnel available with final DoD granted personnel security clearance required for the performance of the contract.

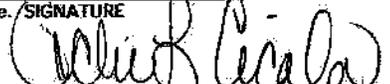
14. ADDITIONAL SECURITY REQUIREMENTS. Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. INSPECTIONS. Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

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

a. TYPED NAME OF CERTIFYING OFFICIAL:	b. TITLE	c. TELEPHONE (<i>Include Area Code</i>)
VICKI CICALA	CONTRACTING OFFICER, SECURITY	(202) 767-2240/2576

d. ADDRESS (*include Zip Code*)
 NAVAL RESEARCH LABORATORY
 4555 OVERLOOK AVE. SW
 WASHINGTON, DC 20375-5320

e. SIGNATURE


17. REQUIRED DISTRIBUTION

<input checked="" type="checkbox"/>	a. CONTRACTOR
<input type="checkbox"/>	b. SUBCONTRACTOR
<input checked="" type="checkbox"/>	c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
<input type="checkbox"/>	d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
<input checked="" type="checkbox"/>	e. ADMINISTRATIVE CONTRACTING OFFICER
<input checked="" type="checkbox"/>	f. OTHERS AS NECESSARY 1226, 5540, 5502, 1223, 1227

LABOR CATEGORIES AND QUALIFICATIONS

Project Lead/Manager (PM): (KEY)

Required Education: Must have at least a MS degree in Physical Sciences or Engineering.

Required Experience:

1. At least 8 years demonstrated experience in corrosion science and engineering.
2. Demonstrated experience with applied and industrial Navy environments administering DoD sponsored programs as a senior scientist or engineer.

Desired Experience:

1. Experience in materials engineering, Navy/warfighter systems, environmental sciences, alternative power systems, and fleet support.

Required Clearance: Must have at least a secret clearance at time of proposal submission.

Sr Project Engineer/Scientist: (KEY)

Required Education: At least a MS degree in Engineering or Physical Sciences.

Required Experience:

1. At least 5 years demonstrated experience as principle investigator running basic and applied research programs, engineering analyses, field activities, or fleet support. This experience shall be in at least 1 of the following specific areas:
 - a. Corrosion science,
 - b. Coatings technology,
 - c. Materials engineering,
 - d. Biology/microbiology,
 - e. Navy/warfighter systems,
 - f. Environmental sciences,
 - g. Alternative power systems,
2. Must have technical writing skills as evidenced by at least two publications or more of the following types: proceedings, journal articles, abstracts, technical reports, or other scientific or professional publications.
3. Must have oral communication skills as evidenced by presentations in proceedings, meetings, conference presentation, or other professional gatherings.

Required Clearance: Must have at least a secret clearance at time of proposal submission.

Project Engineer/Scientist:

Required Education: At least a BS degree in Engineering or Physical Sciences.

Required Experience:

1. At least 4 years demonstrated experience in performing laboratory research programs, engineering analyses, or fleet support. This experience shall be in at least 1 of the following specific areas:
 - h. Corrosion science,
 - i. Coatings technology,
 - j. Materials engineering,
 - k. Biology/microbiology,
 - l. Navy/warfighter systems,
 - m. Environmental sciences,
 - n. Alternative power systems,

Required Clearance: Must have a secret clearance at time of proposal submission.

Jr Engineer/Scientist:

Required Education: At least a BS degree in Engineering or Physical Sciences.

Required Experience:

1. At least 4 years demonstrated experience in performing laboratory research programs, engineering analysis, or fleet support. This experience should be in at least 1 of the following specific areas:
 - a. corrosion science,
 - b. coatings technology,
 - c. biology,
 - d. mechanical systems,
 - e. electronics,
 - f. physio-chemical systems,
 - g. Computer science,
 - h. Navy/warfighter systems,
 - i. environmental sciences,
 - j. alternative power systems,

Required Clearance: Must have a secret clearance at time of proposal submission.

Research Assistant:

Required Education: Must have at least a High School Diploma, or GED.

Required Experience:

1. Must have demonstrated experience with general laboratory practices
2. Must have experience with basic instrumentation, safe laboratory practices and ability to follow a standard operating procedure),
3. Must have experience in developing and or administering presentations workshops, meetings and reviews.
4. Must have experience with word processing and developing electronic spreadsheets for putting together presentations, handouts and support activity.

Required Clearance: Must have a secret clearance at time of proposal submission