

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)

RATING DO-C9 PAGE OF 1 25 PAGES

2. CONTRACT NO. 3. SOLICITATION NO. N00173-00-R-MA01

4. TYPE OF SOLICITATION
 SEALED BID (IFB)
 NEGOTIATED (RFP)
 5. DATE ISSUED 03 Mar 00

7. ISSUED BY CONTRACTING OFFICER
 NAVAL RESEARCH LABORATORY
 ATTN: CODE 3201
 WASHINGTON DC 20375-5326

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 3 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 NRL Bldg. 222, Room 115 until 4PM local time 03 May 00 (Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: A. NAME Mary Ann Carpenter B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 202-767-0066

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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 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8) 10 CALENDAR DAYS 20 CALENDAR DAYS 30 CALENDAR DAYS CALENDAR DAYS
 % % % %

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

15A. NAME AND ADDRESS OF OFFEROR CODE FACILITY 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

15B. TELEPHONE NO. (Include area code) 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE 18. OFFER DATE

AWARD (To be completed by Government)

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

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) () 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN ITEM (4 copies unless otherwise specified)

24. ADMINISTERED BY (If other than Item 7) CODE 25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER (Type or print) 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) 28. AWARD DATE

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

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	QTY	UNIT	UNIT PRICE	AMOUNT
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BASE PERIOD

0001	The contractor shall provide the services as defined in Attachment (1), Performance Work Statement (PWS) and in accordance with all other enclosures, attachments and exhibits listed in Section J.	12	mo	\$	\$
0002	Exhibit A, DD Form 1423, Contracts Data Requirements List				*NSP

TOTAL DOLLAR AMOUNT FOR BASE \$

OPTION 1

0003	The contractor shall provide the services as defined in Attachment (1), Performance Work Statement (PWS) and in accordance with all other enclosures, attachments and exhibits listed in Section J.	12	mo	\$	\$
0004	Exhibit A, DD Form 1423, Contracts Data Requirements List				*NSP

TOTAL DOLLAR AMOUNT FOR OPTION 1 \$

OPTION 2

0005	The contractor shall provide the services as defined in Attachment (1), Performance Work Statement (PWS) and in accordance with all other enclosures, attachments and exhibits listed in Section J.	12	mo	\$	\$
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0006	Exhibit A, DD Form 1423, Contracts Data Requirements List				*NSP
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TOTAL DOLLAR AMOUNT FOR OPTION 2					\$
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OPTION 3

0007	The contractor shall provide the services as defined in Attachment (1), Performance Work Statement (PWS) and in accordance with all other enclosures, attachments and exhibits listed in Section J.	12	mo	\$	\$
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0008	Exhibit A, DD Form 1423, Contracts Data Requirements List				*NSP
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TOTAL DOLLAR AMOUNT FOR OPTION 3					\$
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OPTION 4

0009	The contractor shall provide the services as defined in Attachment (1), Performance Work Statement (PWS) and in accordance with all other enclosures, attachments and exhibits listed in Section J.	12	mo	\$	\$
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0010	Exhibit A, DD Form 1423, Contracts Data Requirements List				*NSP
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TOTAL DOLLAR AMOUNT FOR OPTION 4					\$
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TOTAL PRICE ALL CONTRACT LINE ITEMS					\$
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*Not Separately Priced

SECTION C DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Performance Work Statement (PWS), with all enclosures, Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 28 July 1999 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

C-3 OTHER

This requirement is defined based on desired output of products and services and "how to" procedures have been removed, when possible. Significant and continuous process improvements are desired. The requirement is subject to OMB Circular A-76 cost comparison and the intent is to provide the most efficient and effective approach to complete the requirements herein.

SECTION D PACKAGING AND MARKING

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

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

SECTION E INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

FAR CLAUSE TITLE

52.246-4 - Inspection Of Services - Fixed Price (AUG 1996)

DFARS CLAUSE TITLE

252.246-7000 - Material Inspection And Receiving Report (DEC 1991)

E-2 INSPECTION AND ACCEPTANCE

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

**SECTION F
DELIVERIES OR PERFORMANCE****F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:****FAR CLAUSE TITLE**

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

F-2 DELIVERIES OR PERFORMANCE

The period of performance under this contract shall be from date of base period start through 12 months. Each option, if exercised, will be for a period of 12 months.

F-3 PLACE OF DELIVERY - FOB DESTINATION

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

Receiving Officer
Naval Research Laboratory
Contract Number
ATTN: *
CODE: *
LOCATION: *
Bldg. 49
4555 Overlook Avenue, SW
Washington DC 20375-5320

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

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

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

Contract Matters- *

Security Matters- *

Safety Matters- *

Patent Matters- *

Release of Data- *

The ACO will forward invention disclosures and reports directly to the Associate Counsel for Patents, Code 1008.2, Naval Research Laboratory, Washington DC 20375-5320. The Associate Counsel for Patents will return the reports along with a recommendation to the Administrative Contracting Officer. The Associate Counsel for Patents will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

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

G-2 CONTRACTING OFFICER'S REPRESENTATIVE (COR) - FUNCTIONS AND LIMITATIONS

* is hereby designated the cognizant COR who will represent the Contracting Officer in the administration of technical details within the scope of this contract and inspection and acceptance. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or statements of work, a modification must be issued in writing and signed by the Contracting Officer. The COR is responsible for reviewing the bills and charges submitted by the Contractor and informing the ACO of areas where exceptions are to be taken.

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

G-3 NAPS 5252.232-9000 - SUBMISSION OF INVOICES (FIXED PRICE) (JUL 1992)

(a) "Invoices" as used in this clause does not include contractor's requests for progress payments.

(b) The contractor shall submit original invoices with 4 copies to the address identified in the solicitation/contract award form (SF 26-Block 10; SF 33-Block 23; SF 1447-Block 14), unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order (DD 1155-Block 13 or SF 26-Block 10).

(c) The use of copies of the Material Inspection and Receiving Report (MIRR), DD Form 250, as an invoice is encouraged. DFARS Appendix F-306 provides instructions for such use. Copies of the MIRR used as an invoice are in addition to the standard distribution stated in DFARS F-401.

(d) In addition to the requirements of the Prompt Payment clause of this contract, the contractor shall cite on each invoice the contract line item number (CLIN); the contract subline item number (SLIN), if applicable; the accounting classification reference number (ACRN) as identified on the financial accounting data sheets, and the payment terms.

(e) The contractor shall prepare:

- * a separate invoice for each activity designated to receive the supplies or services.
- * a consolidated invoice covering all shipments delivered under an individual order.
- * either of the above.

(f) If acceptance is at origin, the contractor shall submit the MIRR or other acceptance verification directly to the designated payment office. If acceptance is at destination, the consignee will forward acceptance verification to the designated payment office.

G-4 INVOICING ADDRESS

With reference to paragraph (b) of the above provision, "Submission of Invoices(Fixed Price)", the contractor shall submit invoices to the address in Block 12 of the contract award form (SF26).

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 YEAR 2000 COMPLIANT INFORMATION TECHNOLOGY

This requirement applies to information technology (IT) that processes date-related information. All such IT delivered under this contract shall be Year 2000 compliant as defined at FAR 39.002.

H-3 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's completed Representations, Certifications, and Other Statements of Offerors or Respondents is incorporated herein by reference in any resultant award.

H-4 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)

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

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least fifteen (15) days in advance (thirty (30) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

(d) In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel:

On Site Manager-*

(To be filled in at time of award)*

H-5 OPTION TO EXTEND SERVICES

The Government may require continued performance of any services within the limits and at the rates specified in the contract. The Contracting Officer may exercise the option by written notice to the Contractor .

H-6 WAGE DETERMINATION

The contractor shall comply with the applicable Department of Labor Wage Determination applicable to this contract.

H-7 LIMITATION OF GOVERNMENT'S OBLIGATION

- (a) Contract line item(s) * through * are incrementally funded. Contract line items(s) * through *, if exercised are incrementally funded. For these item(s), the sum of \$ * of the total price is presently available for payment and allotted to this contract.
- (b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).
- (c) The Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state the estimated date when that point will be reached. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."
- (d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds.

- (e) If, solely by reason of failure of the Government to allot additional funds, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.
- (g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under this clause.
- (h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

PART II - CONTRACT CLAUSES
SECTION I
CONTRACT CLAUSES

I-1 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

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

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR CLAUSE	TITLE
52.202-1	- Definitions (OCT 1995)
52.203-3	- Gratuities (APR 1984)
52.203-5	- Covenant Against Contingent Fees (APR 1984)
52.203-6	- Restrictions On Subcontractor Sales To The Government (JUL 1995)
52.203-7	- Anti-Kickback Procedures (JUL 1995)
52.203-8	- Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	- Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	- Limitation On Payments To Influence Certain Federal Transactions (JUN 1997)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printing/Copying Double-Sided On Recycled Paper (JUN 1996)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (JUL 1995)
52.211-15	- Defense Priority and Allocation Requirements (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUNE 1999)
52.215-8	- Order of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	- Price Reduction for Defective Cost or Pricing Data - Modifications (OCT 1997)
52.215-13	- Subcontractor Cost or Pricing Data Modifications (OCT 1997)
52.215-14	- Integrity of Unit Prices (OCT 1997)
52.215-21	- Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data-Modifications (OCT 1997) - Alternate I (OCT 1997)
52.217-8	- Option To Extend Services (AUG 1989)
52.219-8	- Utilization Of Small Business Concerns (OCT 1999)
52.219-16	- Liquidated Damages - Subcontracting Plan (JAN 1999)
52.222-1	- Notice To The Government Of Labor Disputes (FEB 1997)
52.222-3	- Convict Labor (AUG 1996)
52.222-4	- Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 1995)
52.222-20	- Walsh-Healey Public Contracts Act (DEC 1996)
52.222-21	- Prohibition of Segregated Facilities (FEB 1999)
52.222-26	- Equal Opportunity (FEB 1999)
52.222-35	- Affirmative Action For Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)

- 52.222-36 - Affirmative Action For Workers With Disabilities (JUN 1998)
- 52.222-37 - Employment Reports On Disabled Veterans And Veterans Of The Vietnam Era (APR 1998)
- 52.222-41 - Service Contract Act of 1965, As Amended (MAY 1989)
- 52.222-43 - Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option Contracts) (MAY 1989)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention and Right-To-Know Information (APR 1998)
- 52.223-6 - Drug-Free Workplace (JAN 1997)
- 52.223-10 - Waste Reduction Program (OCT 1997)
- 52.223-14 - Toxic Chemical Release Reporting (OCT 1996)
- 52.225-8 - Duty-Free Entry (FEB 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.232-1 - Payments (APR 1984)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-11 - Extras (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (JUN 1997)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.239-1 - Privacy Or Security Safeguards (AUG 1996)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-1 - Changes - Fixed Price (AUG 1987) Alternate II (APR 1984)
- 52.245-1 - Property Records (APR 1984)
- 52.245-2 - Government Property (Fixed-Price Contracts) (DEC 1989) Alternate I (APR 1984) (DEVIATION)
- 52.245-19 - Government Property Furnished "As Is" (APR 1984)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations in Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)

- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.203-7002 - Display Of DoD Hotline Poster (DEC 1991)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Required Central Contractor Registration (MAR 1998)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (AUG 1999)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)
- 252.209-7000 - Acquisition From Subcontractors Subject To On-Site Inspection Under The Intermediate-Range Nuclear Forces (INF) Treaty (NOV 1995)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.219-7003 - Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996)
- 252.223-7001 - Hazard Warning Labels (DEC 1991)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (MAR 1998)
- 252.225-7010 - Duty-Free Entry - Additional Provisions (MAR 1998)
- 252.225-7012 - Preference for Certain Domestic Commodities (MAY 1999)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUN 1997)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.233-7000 - Certification Of Claims And Requests For Adjustment Or Relief (MAY 1994)
- 252.242-7000 - Postaward Conference (DEC 1991)
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests for Equitable Adjustment (MAR 1998)
- 252.245-7001 - Reports of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (NOV 1995)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (NOV 1995) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.248-7000 - Preparation of Value Engineering Change Proposals (MAY 1994)
- 252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.207-3 RIGHT OF FIRST REFUSAL OF EMPLOYMENT(NOV 1991)

(a) The Contractor shall give Government employees who have been or will be adversely affected or separated as a result of award of this contract the right of first refusal for employment openings under the contract in positions for which they are qualified, if that employment is consistent with post-Government employment conflict of interest standards.

(b) Within 10 days after contract award, the Contracting Officer will provide to the Contractor a list of all Government employees who have been or will be adversely affected or separated as a result of award of this contract.

(c) The Contractor shall report to the Contracting Officer the names of individuals identified on the list who are hired within 90 days after contract performance begins. This report shall be forwarded within 120 days after contract performance begins.

I-3 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
<u>Support Services Supervisor</u>	<u>GS-0342-12</u>
<u>Support Services Specialist</u>	<u>GS-0342-09</u>
<u>Mail Supervisor</u>	<u>GS-0305-07</u>
<u>Lead Mail Clerk</u>	<u>GS-0305-05</u>
<u>Mail Clerk</u>	<u>GS-0305-3/4/5</u>
<u>Lead Mail & File Assistant</u>	<u>GS-0305-06</u>
<u>Mail and File Clerk</u>	<u>GS-0305-4/5</u>
<u>Management Assistant</u>	<u>GS-0344-07</u>
<u>IT Systems Assistant</u>	<u>GS-0303-07</u>
<u>Administrative Support Assistant</u>	<u>GS-0303-07</u>
<u>Supply Technician</u>	<u>GS-2005-05</u>
<u>Office Automation Clerk</u>	<u>GS-0326-04</u>
<u>Clerk Typist</u>	<u>GS-0322-04</u>

I-4 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (JUN 1996)

(a) Definitions.

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

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

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

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

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

J-1 Attachment (1) –Performance Work Statement - 23 Pages, with :

Enclosure (1) – Personnel Qualifications - 3 Pages

Enclosure (2) – Regulations, Manuals, and Supplements - 4 Pages

Enclosure (3) – Standards of Quality - 1 Page

Enclosure (4) – Standards of Timeliness - 1 Page

Enclosure (5) – USPS and POSTOPNSDIV Mail Delivery and Pickup Schedule - 1 Page

Enclosure (6) – NRL Mail Service - 1 Page

Enclosure (7) – Government Furnished Equipment - 3 Pages

Enclosure (8) – Workload - 3 Pages

Enclosure (9) – Restricted Routing Guide- 1 Page

J-2 Exhibit A - DD Form 1423, Contract Data Requirements - 4 Pages.

J-3 Attachment (2) – DD 254 Contract Security Classification Specification - 2 Pages.

J-4 Attachment (3) - Department of Labor Wage Determination 94-2103 Rev (19) - 8 Pages.

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

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

Each Offeror **must** submit a completed Representations, Certifications, and Other Statements Of Offerors or Respondents with its proposal which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/reps&certs.htm>

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 1999)

The fill in information is as follows:

The standard industrial classification (SIC) code for this acquisition is 8744.

The small business size standard is \$5 MILLION.

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

L-1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

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

FAR CLAUSE TITLE

52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions to Offerors- Competitive Acquisition (FEB 2000)
52.215-5	-	Facsimile Proposals (OCT 1997)
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-1	-	Site Visit (APR 1984)

L-2 FAR 52.207-2 NOTICE OF COST COMPARISON (NEGOTIATED) (FEB 1993)

(a) This solicitation is part of a Government cost comparison to determine whether accomplishing the specified work under contract or by Government performance is more economical. If Government performance is determined to be more economical, this solicitation will be canceled and no contract will be awarded.

(b) The Government's cost estimate for performance by the Government will be based on the work statement in this solicitation and will be submitted by designated agency personnel to the Contracting Officer in a sealed envelope not later than the time set for receipt of initial proposals.

(c) After completion of proposal evaluation, negotiation, and selection of the most advantageous proposal, the Contracting Officer, in the presence of the preparer of the cost estimate for Government performance, will open the sealed cost estimate envelope. These officials will make a cost comparison before public announcement. Depending on whether the cost comparison result favors performance under contract or Government performance, the procedure in either subparagraph (1) or (2) following applies:

(1) If the result of the cost comparison favors performance under contract and administrative approval is obtained, the Contracting Officer will award a contract and publicly reveal the completed cost comparison form showing the cost estimate for Government performance, its detailed supporting

data, and the Contractor's name. However, this award is conditioned on the offer remaining the more economical alternative after (i) completion of a public review period of **30** working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section). The Government assumes no liability for costs incurred during the periods specified in (i) and (ii). The Contracting Officer will then either notify the Contractor in writing that it may proceed with performance of the contract or will cancel the contract at no cost to the Government.

(2) If the result of the cost comparison favors Government performance, the Contracting Officer will publicly disclose this result, the completed cost comparison form and its detailed supporting data, and the price of the offer most advantageous to the Government. After (i) completion of a public review period of **30** working days beginning with the date this information is available to interested parties and (ii) resolution of any requests for review under the agency appeals procedure (see paragraph (d) of this section), the Contracting Officer will either cancel this solicitation or award a contract, as appropriate.

(d) During the public review period, directly affected parties may file with the Contracting Officer written requests, based on specific objections, for administrative review of the cost comparison result under the agency appeals procedure. The appeals procedure shall be used only to resolve questions concerning the calculation of the cost comparison and will not apply to questions concerning award to one offeror in preference to another. Agency determinations under the appeals procedure shall be final.

(e) A cost estimate for Government performance is considered a proposal for purposes of this solicitation's Late Submissions, Modifications, and Withdrawal of Proposals or Quotations provision, and a late modification that displaces an otherwise low cost estimate for Government performance shall not be considered.

L-3 SITE VISIT

A site visit will be held at the Naval Research Laboratory, 4555 Overlook Ave., S.W. Washington, D.C. , Bldg. 222, Auditorium on **20 March 2000** beginning promptly at 9:00 a.m. local time.

All prospective offerors are urged to attend the site visit. Offerors who plan to attend must submit a visit request at least ten(10) days prior to the scheduled date to:

Naval Research Laboratory
Attn: Code 3201- Site Visit MA01
4555 Overlook Avenue S.W.
Washington, D.C. 20375
FAX 202-767-1614

Visit requests will normally be prepared on letterhead and shall contain the following information:

Name of individual(s):
Social Security Number of each individual:
Citizenship:

Purpose of Visit: Site Visit N00173-00-R-MA01

Classification Level of Visit: Unclassified

Only U.S. citizens may pre-register and report directly to the gate , proceed directly to the Auditorium, Bldg. 222. Parking will be available for this site visit. Non U.S. citizens must pre-register and must allow sufficient time to report to Security, Bldg. 72 with their green card prior to reporting to the gate for entrance into the Laboratory.

Offerors shall not ask questions during the site visit. Questions must be provided in writing. Submit any questions in writing by e mail to carpenter@contracts.nrl.navy.mil or FAX 202-767-1614 no later than 30 days after issuance of the RFP. All questions will be formally addressed and answered in an amendment to the solicitation.

Failure of an prospective offeror to attend the site visit or submit questions will be construed to mean that the offeror fully understands all requirements of the solicitation. No individual site visits will be scheduled.

All attendees must abide by the following:

- (a) One form of identification will be required (drivers liscense)
- (b) No cameras, tape recorders, or other reproduction devices will be allowed.
Contractors are restricted to note taking.
- (c) The Government reserves the right to inspect all material, briefcases, etc. when entering or leaving the Government facilities.
- (d) The NRL Snack Bar(*North Gate Deli*) will be available for coffee/donuts.
- (e) No explanation, remarks, or replies made by Government personnel during the site visit shall be construed as changing the terms or conditions of the solicitation. Only the Contracting Officer can change the solicitation requirements and this will be accomplished by an amendment, if required.
- (f) Phone calls should be kept to a minimum on the day of the site visit . Pay phones are available outside the conference area. Cellular phones and beepers should be set to a silent mode during the site visit.
- (g) Each visitor shall be required to sign in and sign out on the day of the visit. No other meetings or discussions with the Government personnel will be permitted.
- (h) Only advanced substitutions of contractor personnel are permitted. Substitutions must be received 3 business days prior to the site visit.

L-4 APPLICABLE DOCUMENTS

All applicable documents listed in Enclosure (2) are available for review in preparing your proposal **by appointment only**. Appointments will be limited to **Tuesdays and Thursdays**. Contact Emma Atcherson at Telephone 202-404-1001 or Natalie Gibbs, Telephone, 202-767-8391 to set up this appointment. No copies will be mailed or otherwise provided to the offeror.

L-5 INTERVIEWS OF GOVERNMENT PERSONNEL

Soliciting Government personnel for employment opportunities during their duty hours is prohibited. Current Government personnel may be contacted for employment opportunities and interviews conducted outside their working hours and off the NRL worksite.

L-6 FAR 52.211-14 - NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

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

L-7 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)ALTERNATE IV (OCT 1997)

- (a) Submission of cost or pricing data is not required.
- (b) Provide information described below :
Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items/services or any other information the offeror determines.

L-8 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

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

L-9 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L-10 INSTRUCTIONS FOR SUBMISSION AND INFORMATION REQUIRED TO EVALUATE PROPOSALS

(1) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(2) Proposal Identification/Mailing - The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

Solicitation No. N00173-00-R-MA01
Closing Date: 3 May 2000, 4PM local time
(As specified in Block 9, RFP face page)
Attn: Code 3201

(3) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I – TECHNICAL PROPOSAL

- (1) Include a matrix indicating proposed labor hours by skill category required to perform the tasks.
- (2) Include required square footage of space for on site workforce. (For information only, will not be evaluated)
- (3) The following information is required for evaluation of your technical proposal:

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES .**TECHNICAL APPROACH/PERSONNEL QUALIFICATIONS**

Information is required to demonstrate a clear understanding of the scope and nature of the tasks and demonstrated appropriate knowledge of the various processes involved in each of the technical areas to include:

- Demonstrated knowledge of the PWS tasks and any subtasks as reflected by detailed information for each of the functional areas.
- Qualified personnel meeting the minimum qualifications.

CORPORATE EXPERIENCE / MANAGEMENT APPROACH

Information is required to demonstrate company experience in projects substantially similar to the tasks set forth in the PWS. Each offeror will be evaluated on the soundness of the offeror's management approach for accomplishing the PWS, including:

- Demonstrated company experience in projects substantially similar to the Tasks set forth in the PWS.
- Soundness of the offeror's project management approach for accomplishing the PWS including management support to the performing staff, staff management, including lines of authority, communications and reporting and business interactions.
- Demonstrated approach to organize the support required in the PWS into a cohesive and integrated effort that is responsive and at the same time does not encourage duplication of effort and overlap.
- Management approach to transition(startup plan); quality control procedures; plan for care of GFE; internal system for monitoring costs and retaining personnel.

PAST PERFORMANCE INFORMATION

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

requirement.

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

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

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

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with complete supporting information. Include a total price for each year and a total summary for all years. The supporting breakdown should include such elements as direct labor, indirect cost, materials, and other costs such as travel per year. The offeror shall provide exhibits as necessary to substantiate the price.

SECTION M EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria which are listed in descending order of importance. Technical subfactor A is more than twice as important as subfactor B. The technical factor is more important than the price factor.

M-2-1. TECHNICAL

(A) TECHNICAL APPROACH/PERSONNEL QUALIFICATIONS

Each proposal will be evaluated on its demonstrated clear understanding of the scope and nature of the tasks described in the Performance Work Statement (PWS); and demonstrated appropriate knowledge of the various processes involved in each of the technical areas.

(B) CORPORATE EXPERIENCE/MANAGEMENT APPROACH

Each offeror will be evaluated on demonstrated company experience in projects substantially similar to the tasks set forth in the PWS. Each offeror will be evaluated on the soundness of the offeror's management approach for accomplishing the tasks.

(C) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L and other sources if available. Offerors that have no relevant performance history or for which past performance information is not available will not be evaluated favorably or unfavorably on past performance. The government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

M-2-2 PRICE To The Government

Proposed price to the Government.

Price/Cost is not the most important evaluation factor, but its degree of importance will increase commensurable with the degree of equality among offerors.

M-3 FAR 52.217-5 - EVALUATION OF OPTIONS (JUL 1990)

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

M-4 SINGLE AWARD

An offeror must propose on all tasks in this solicitation to be eligible for award. Only one offer will be selected to be compared to the government's proposal in accordance with OMB A-76.