

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING DO-C9	PAGE OF 1 27 PAGES
2. CONTRACT NO.	3. SOLICITATION NO. N00173-00-R-MA02	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 18 Sep 00	6. REQUISITION/PURCHASE NO. 52-4000-00
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 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 222, Room 115 until 4PM local time 01 Dec 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 _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
15B. TELEPHONE 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: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
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	28. AWARD DATE
		(Signature of Contracting Officer)	

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

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

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

**ITEM SUPPLIES OR SERVICES
NUMBER**

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.

TOTAL CEILING AMOUNT FOR BASE \$

OPTION 1

0002 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 .

TOTAL CEILING AMOUNT FOR OPTION 1 \$

OPTION 2

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 .

TOTAL CEILING AMOUNT FOR OPTION 2 \$

OPTION 3

0004 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 .

TOTAL CEILING AMOUNT FOR OPTION 3 \$

OPTION 4

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 .

TOTAL CEILING AMOUNT FOR OPTION 4 \$

TOTAL CEILING AMOUNT ALL CLINS*, IF EXERCISED \$

* CONTRACT LINE ITEM NUMBER

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 11 April 2000 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

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. The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

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

52.246-6 - Inspection - Time-And-Material And Labor-Hour (JAN 1986)

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 for CLIN 0001 shall be for 12 months beginning
* _____ through * _____ .

The period of performance for each option , CLIN 0002 through CLIN 0005, shall be for a period
of 12 months each, if exercised.

(* 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 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and 4 copies, to the contract auditor at the following address:

(To be completed at time of award)

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to [See Section G for designated COR]. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery orders. There shall be a lapse of no more than 30 calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

- (1) Contract line item number (CLIN)
- (2) Subline item number (SLIN)
- (3) Accounting Classification Reference Number(ACRN)
- (4) Payment terms
- (5) Procuring activity
- (6) Date supplies provided or services performed
- (7) Costs incurred and allowable under the contract
- (8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",

- is required with each invoice submittal.
 is required only with the final invoice.
 is not required.

(f) A Certificate of Performance

- shall be provided with each invoice submittal.
 is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Cost of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLIN/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

G-4 CONTRACT CEILING PRICE

(a) The amount of \$ * is presently available for payment and allotted to this contract. This amount is the ceiling price that the contractor shall not exceed except at its own risk. It is estimated that this amount is sufficient for performance of the contract through *.

(b) The not-to-exceed price stated in Section B is the Government's estimate of the price of the maximum labor and materials required to perform this contract. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full not-to-exceed amount or to a lesser amount necessary to perform the contract.

(c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract regardless of anything to the contrary in any other clause or provision of this contract.

(d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the contract will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the contract on that date in accordance with the provisions of the Termination clause of this contract.

(e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract.

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

(* To be filled in at time of award)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a * type 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-*

Functional Supervisors/Leads*

*(*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 Department of Labor Wage Determination applicable to this contract.

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	-	Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
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 Ad 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)
52.217-8	-	Option To Extend Services (AUG 1989)
52.219-8	-	Utilization Of Small Business Concerns (OCT 1999)
52.219-9	-	Small Business Subcontracting Plan (JAN 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 (AUG 2000)
- 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 (JUL 2000)
- 52.226-1 - Utilization Of Indian Organizations And Indian-Owned Economic Enterprises (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)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (NOV 1999)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (MAR 2000)
- 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)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (AUG 1987)
- 52.245-1 - Property Records (APR 1984)
- 52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986)
- 52.245-19 - Government Property Furnished "As Is" (APR 1984)
- 52.246-25 - Limitation Of Liability - Services (FEB 1997)
- 52.249-6 - Termination (Cost - Reimbursement) (SEP 1996) Alternate IV (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)

- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
 52.253-1 - Computer Generated Forms (JAN 1991)

DFARS CLAUSE TITLE

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
 252.203-7001 - 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 2000)
 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) (AUG 2000)
 252.225-7010 - Duty-Free Entry - Additional Provisions (AUG 2000)
 252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
 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)
 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
 252.245-7001 - Reports Of Government Property (MAY 1994)
 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
 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)*
 252.248-7000 - 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	
Technical Writing and Editing Series	GS-1083-11/12 to GS-13	* (NO-III to NO-IV)
Writing and Editing Series	GS-1082-9/10	* (NO-II)
Illustrating Series	GS-1020-9/10	* (NO-II)
Editorial Assistant Series	GS-1087-7	* (NC-II)
Visual Information Series	GS-1084-9/10 to GS 12	* (NO-II to NO-III)
Audiovisual Production Series	GS-1071-11/12	* (NO-III)
Photography Series	GS-1060-9/10 to 11/12	* (NO-II to NO-III)
Technical Information Services Assistant	GS-0303-7	* (NC-II)
General Arts and Information Series	GS-1001-14	* (NO-V)
Computer Specialist Series	GS-0334-9/10 to 11/12	* (NO -II to NO-III)

*Note: NRL is currently under a Laboratory Demonstration Project with career levels equivalent to the General schedule.

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 - 24 Pages, with :
- Enclosure (1) – Minimum Personnel Qualifications - 3 Pages
 - Enclosure (2) – Instructions and Publications - 2 Pages
 - Enclosure (3) – Performance Requirements Summary - 2 Pages
 - Enclosure (4) – Government Furnished Equipment & Software - 13 Pages
 - Enclosure (5) – Workload Estimates - 5 Pages
- J-2** Exhibit A - DD Form 1423, Contract Data Requirements - 5 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 (21) - 10 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/rep&certs.htm>

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)
52.211-2	-	Availability Of Specifications Listed In The DOD Index Of Specifications And Standards (DODISS) And Descriptions Listed In The Acquisition Management Systems And Data Requirements Control List, DOD 5010.12-L (DEC 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. 226, Auditorium on **Saturday, 28 October 2000** beginning promptly at 9 AM. The site visit is scheduled for Saturday in order to have complete access to the various auditoriums, video teleconferencing centers and various workspaces with no disruption to on-going meetings/conferences. Attendees should note that this will be a walking tour.

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

Naval Research Laboratory
Attn: Code 3201- Site Visit N00173-00-R-MA02
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-MA02
Classification Level of Visit: Unclassified

Since the site visit is not on a normal workday, **ONLY** U.S. citizens may attend the site visit. On the day of the site visit, **report directly to the main gate** and notify the guard that you are registered to attend the *Site Visit N00173-00-R-MA02*.

Offerors shall not ask questions during the site visit. Any questions must be submitted in writing and may be faxed to (202) 767-1614 or by e mail to carpenter@contracts.nrl.navy.mil . All questions will be formally addressed and answered in an amendment to the solicitation.

Failure of a 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 license).
- (b) No cameras, tape recorders, or other reproduction devices will be allowed.
- (c) The Government reserves the right to inspect all material, briefcases, etc. when entering or leaving the Government facilities.
- (d) 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.
- (e) Phone calls should be kept to a minimum on the day of the site visit . Phones are available outside the conference area. Cellular phones and beepers should be set to a silent mode during the site visit.
- (f) 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.
- (g) Only advanced substitutions of contractor personnel are permitted. Substitutions must be received 3 business days prior to 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 Allison Darnaby, Telephone, 202-767-8392 to set up this appointment. No copies will be mailed or otherwise provided to the offeror.

L-5 INTERVIEWS WITH 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 Time and Material type 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-MA02

Closing Date:

(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 categories and hours by skill category required to perform all the tasks cross-referenced to the Government titles in (Encl. 1), if different, and resumes . Where **hours** are listed as the estimated quantity on Enclosure (5), the PA must determine the labor categories necessary to perform the work and **shall use** the estimated hours provided. Where **jobs** or **pieces** are listed on Enclosure (5), the PA must determine the appropriate labor categories and number of hours necessary to accomplish the task. No price information should be included in this matrix.
- (2) Include your requested square footage of space for any on site workforce with diagram(within the current allotted space). (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 in depth knowledge of the PWS tasks and any subtasks as reflected by detailed technical approaches discussed for each of the functional areas.
- Demonstrated breadth of knowledge/experience with the PWS tasks as evidenced by information provided including introduction of new ideas and approaches for each of the functional areas.
- Qualified personnel meeting the minimum qualifications. Discussion of training and development of personnel to ensure currency with technology improvements and technology.

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.
- The management approach to transition(startup plan); quality control; 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 supporting information . Include:

(a) A table which includes all necessary labor categories cross-referenced to the Government titles in (Enclosure 1), if different, with **fully burdened labor rates** for each category of labor for each period of performance. Include a table as shown below for the Base Period and each Option, fully identified. Fill in the Total Ceiling Amount in the spaces in Section B of this RFP. This table will be included in any resulting contract award.

LABOR CATEGORY	EST HOURS	LABOR RATE	TOTAL
Base Period <i>(or identify option)</i>			
<i>List all labor categories required to perform PWS</i>		<i>\$ Provide rate</i>	<i>\$ Provide</i>
<i>Insert \$183,000 for Materials each period (add any burden, if applicable)</i>			<i>\$Provide</i>
<i>Insert \$32,000 for Travel each period (add any burden, if applicable)</i>			<i>\$Provide</i>
Total Ceiling for Base Period <i>(or identify option)</i>			<i>\$ Provide</i>

(b) Where **hours** are listed as the estimated quantity on Enclosure (5) Workload Estimates, the PA shall determine the appropriate labor categories but shall use the hours stated on Enclosure (5) in their cost/price proposal. Where **jobs** or **pieces** are listed as the estimated quantity on Enclosure (5) Workload Estimates, the PA shall determine the appropriate labor categories **and** number of hours necessary to accomplish the task and use these in their cost/price proposal.

(c) The PA shall include in their cost/price proposal, for evaluation purposes, the following estimates and apply burdens if applicable:

\$183,000 for Materials for Base Period and each 12 month option period

\$ 32,000 for Travel for Base Period and each 12 month option period

(2) SMALL BUSINESS PARTICIPATION

In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (Jan 1999) with its Alternate II, 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.

SECTION M
EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Contract 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 contract 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. Subfactor B is slightly more important than subfactor C. 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 and personnel qualifications.

(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.

The Government may adjust the proposed cost for purposes of evaluation based upon an evaluation of cost realism. Cost Realism means that the costs in an offeror's proposal are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

M-2-3 SMALL BUSINESS PARTICIPATION

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

(b) The extent of participation of small disadvantaged business concerns in performance of the contract will be evaluated on the basis of the proposed extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

M-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).