

**INFORMATION TO OFFERORS OR QUOTERS
SECTION A - COVER SHEET**

1. SOLICITATION NUMBER N00173-99-R-CR05	2. <i>(X one)</i>	
	<input type="checkbox"/>	a. SEALED BID
	<input checked="" type="checkbox"/>	b. NEGOTIATED <i>(RFP)</i>
	<input type="checkbox"/>	c. NEGOTIATED <i>(RFQ)</i>

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If NO RESPONSE is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. NO ENVELOPE IS NECESSARY.

Replies must set forth full, accurate, and complete information as required by this solicitation *(including attachments)*. The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE *(Complete mailing address, including ZIP Code)*

CONTRACTING OFFICER
NAVAL RESEARCH LABORATORY
4555 OVERLOOK AVENUE, SW
ATTN: CODE 3220.CR
WASHINGTON DC 20375-5326

4. ITEMS TO BE PURCHASED *(Brief description)*

COUNSELING AND REFERRAL SERVICES

5. PROCUREMENT INFORMATION *(X and complete as applicable)*

<input type="checkbox"/>	a. THIS PROCUREMENT IS UNRESTRICTED
<input checked="" type="checkbox"/>	b. THIS PROCUREMENT IS A <u>100</u> % SET-ASIDE FOR ONE OF THE FOLLOWING <i>(X one)</i> . <i>(See Section I of the Table of Contents in this solicitation for details of the set-aside.)</i>
<input checked="" type="checkbox"/>	(1) Small Business
<input type="checkbox"/>	(2) Labor Surplus Area Concerns
<input type="checkbox"/>	(3) Combined Small Business/Labor Area Concerns

6. ADDITIONAL INFORMATION

The Naval Research Laboratory Contracting Division issues solicitations and amendments to solicitations electronically via the Internet at the following website: <http://heron.nrl.navy.mil/contracts/rfplist.htm>.

Any amendments to this solicitation will be posted at that website. Amendments will not be distributed by any other means. It is the responsibility of potential offerors to periodically review the website for amendments to this solicitation.

7. POINT OF CONTACT FOR INFORMATION

a. NAME <i>(Last, First, Middle Initial)</i> CRUPI, ALAN W.	b. ADDRESS <i>(Include Zip Code)</i> 4555 OVERLOOK AVENUE, SW CODE 3220.CR
c. TELEPHONE NUMBER <i>(Include Area Code and Extension) (NO COLLECT CALLS)</i> (202) 767-3595	WASHINGTON, DC 20375-5326

8. REASONS FOR NO RESPONSE (X all that apply)

<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS	<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENT
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)	<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED
<input type="checkbox"/> e. OTHER (Specify)			

9. MAILING LIST INFORMATION (X one)

<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF TIME(S) INVOLVED.
--------------------------	-----	--------------------------	----	--

10. RESPONDING FIRM

a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER

(1) Typed or Printed Name (Last, First, Middle Initial)	(2) Title	(3) Signature	(4) Date Signed (YYMMDD)

DD FORM 1707 REVERSE, MAR 90

FOLD

FOLD

FOLD

FOLD

FROM

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
N00173-99-R-CR05	
DATE (YYMMDD)	LOCAL TIME
000104	4:00 PM

TO CONTRACTING OFFICER
 NAVAL RESEARCH LABORATORY
 4555 OVERLOOK AVENUE, SW
 CODE 3220.CR
 WASHINGTON, DC 20375-5326

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE TBD	4. ORDER NUMBER	1. REQUISITION NUMBER 18-1092-99	PAGE 1 OF 11
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Mr. ALAN WAYNE CRUPI		5. SOLICITATION NUMBER N00173-99-R-CR05	6. SOLICITATION ISSUE DATE 2 DEC 99
9. ISSUED BY CONTRACTING OFFICER NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVENUE, SW ATTN: CODE 3220.CR WASHINGTON DC 20375-5326		CODE N00173	10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100% FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISAV. BUSINESS <input type="checkbox"/> 8(A) SIC: 8322 SIZE STANDARD: \$5.0M		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input checked="" type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
15. DELIVER TO		CODE	16. ADMINISTERED BY		CODE
17a. CONTRACTOR/OFFEROR		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Page 2				

(Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA			26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, FAR 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED.		<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA		<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>2</u> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.			29. AWARD OF CONTRACT: REFERENCE _____ OFFER <input type="checkbox"/> DATED _____ YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH		
30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER	
				31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED		33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		34. VOUCHER NUMBER	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE		32c. DATE		35. AMOUNT VERIFIED CORRECT FOR	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT		41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	
				36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
		42a. RECEIVED BY (Print)		37. CHECK NUMBER	
		42b. RECEIVED AT (Location)		38. S/R ACCOUNT NUMBER	
		42c. DATE REC'D (YY/MM/DD)		39. S/R VOUCHER NUMBER	
		42b. TOTAL CONTAINERS		40. PAID BY	

1. CONTINUATION OF THE SF 1449 - SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

A. Blocks 19 - 24 are completed as follows:

Basic Award

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0001	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Statement of Work.	12	MO	\$ _____	\$ _____
0001AA	The Contractor shall provide the training and seminar services in accordance with Attachment (1), Statement of Work.	1	LO	NSP*	NSP
0001AB	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

* Not Separately Priced

Total Amount for the Basic Award: \$ _____

Option I

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0002	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Statement of Work.	12	MO	\$ _____	\$ _____
0002AA	The Contractor shall provide the training and seminar services in accordance with Attachment (1), Statement of Work.	1	LO	NSP	NSP
0002AB	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option I: \$ _____

Option II

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0003	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Statement of Work.	12	MO	\$_____	\$_____
0003AA	The Contractor shall provide the training and seminar services in accordance with Attachment (1), Statement of Work.	1	LO	NSP	NSP
0003AB	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option II: \$_____

Option III

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0004	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Statement of Work.	12	MO	\$_____	\$_____
0004AA	The Contractor shall provide the training and seminar services in accordance with Attachment (1), Statement of Work.	1	LO	NSP	NSP
0004AB	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option III: \$_____

Option IV

Item No.	Schedule of Supplies/Services	Quantity	Unit	Unit Price	Amount
0005	The Contractor shall provide counseling and referral services in accordance with Attachment (1), Statement of Work.	12	MO	\$ _____	\$ _____
0005AA	The Contractor shall provide the training and seminar services in accordance with Attachment (1), Statement of Work.	1	LO	NSP	NSP
0005AB	The Contractor shall provide the data in accordance with Exhibit A, DD 1423, Contract Data Requirements List.	1	LO	NSP	NSP

Total Amount for Option IV: \$ _____

Total Amount for all CLINs: \$ _____

B. Block 25 is completed as Attachment (2).

2. ADDENDA TO FAR 52.212-4 CONTRACT TERMS AND CONDITIONS--COMMERCIAL ITEMS (MAY 1999)

A. PERIOD OF PERFORMANCE

The period of performance shall be from 01 APR 2000 through 31 MAR 2001.

If Option I, II, III, or IV is exercised, the period of performance shall be from date of award through 12 months.

B. OPTION TO EXTEND SERVICES

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

C. AUTHORIZED GOVERNMENT REPRESENTATIVE

*,Code *,Telephone number *, is hereby designated the Authorized Government Representative for inspection and acceptance purposes.

*(To be filled in at time of award)

D. GOVERNMENT-FURNISHED FACILITIES, EQUIPMENT

The government will provide the facilities. No alterations to the facilities shall be made without specific written permission from the AGR. The contractor shall return the facilities to the government in the same condition as received, except for normal wear and tear. The contractor only for performance of this contract shall use these facilities.

The government will make available basic items such as a desks, chairs, file cabinets, telephone, computer, monitor, and printer.

E. 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 02 February 1998 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/home.htm>.

F. REMITTANCE ADDRESS:

*(To be filled in at time of award, if applicable)

3. FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O.11755); and
- (2) 52.233-3, Protest after Award (31 U.S.C 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b) which the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

- (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C.253g and 10 U.S.C.2402).
- (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999)
- (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) *(if the offeror elects to waive the preference, it shall so indicate in its offer)*
- (4) (i) 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994)
- (ii) Alternate I to 52.219-5
- (iii) Alternate II to 52.219-5
- (5) 52.219-8, Utilization of Small Business Concerns (15 U.S.C.637 (d)(2) and (3)).
- (6) 52.219-9, Small Business Subcontracting Plan (15 U.S.C.637 (d)(4)).
- (7) 52.219-14, Limitations on Subcontracting (15 U.S.C.637(a)(14)).
- (8) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) *(if the offeror elects to waive the adjustment, it shall so indicate in its offer)*
- (ii) Alternate I of 52.219-23.
- (9) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub L. 103-355, section 7102, and 10 U.S.C. 2323).
- (10) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- (11) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
- (12) 52.222-26, Equal Opportunity (E.O.11246).
- (13) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- (14) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793).

- (15) 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C.4212).
- (16) 52.225-3, Buy American Act -- Supplies (41 U.S.C.10).
- (17) 52.225-9, Buy American Act -- Trade Agreements Act -- Balance of Payments Program (41 U.S.C.10, 19 U.S.C.2501-2582).
- (18) [Reserved]
- (19) 52.225-18, European Union Sanction for End Products (E.O.12849).
- (20) 52.225-19, European Union Sanction for Services (E.O.12849).
- (21) (i) 52.225-21, Buy American Act -- North American Free Trade Agreement Implementation Act -- Balance of Payments Program (41 U.S.C 10, Pub.L.103-187).
- (ii) Alternate I of 52.225-21.
- (22) 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).
- (23) 52.232-34, Payment by Electronic Funds Transfer --Other than Central Contractor Registration (31 U.S.C. 3332).
- (24) 52.232-36, Payment by Third Party (31 U.S.C. 3332).
- (25) 52.239-1, Privacy or Security Safeguards (5 U.S.C.552a).
- (26) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C.1241).

(c) The Contractor agrees to comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate.)

- (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C.351, *et seq.*).
- (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).

- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C.206 and 41 U.S.C.351, *et seq.*).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C.351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components --

- (1) 52.222-26, Equal Opportunity (E.O.11246);
- (2) 52.222-35, Affirmative Action for Special Disabled and Vietnam Era Veterans (38 U.S.C.2012(a));
- (3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C.793); and
- (4) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (46 U.S.C.1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

4. 252.212-7001 -- CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS. (SEP 1999)

- (a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C.2631.
- (b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.
- | | | |
|-------------------------------------|--------------|---|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders (10 U.S.C.2416). |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction (10 U.S.C.2304). |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts) (15 U.S.C.637). |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payment Program (41 U.S.C.10 a-10d, E.O. 10582). |
| <input type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements - Balance of Payments Program (41 U.S.C. 10a-10d, 19 U.S.C.2501-2518, and 19 U.S.C. 3301 note). |
| <input checked="" type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities. |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals (10 U.S.C.2241 note). |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools (10 U.S.C.2241 note). |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note). |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales (22 U.S.C.2779). |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments (22 U.S.C.2755). |
| <input type="checkbox"/> | 252.225-7029 | Preference for United States or Canadian Air Circuit Breakers (10 U.S.C.2534(a)(3)). |
| <input type="checkbox"/> | 252.225-7036 | Buy American Act -- North American Free Trade Agreement Implementation Act.-- Balance of Payment Program (<input type="checkbox"/> Alternate I) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note). |
| <input type="checkbox"/> | 252.227-7015 | Technical Data -- Commercial Items (10 U.S.C.2320). |

- 252.227-7037 Validation of Restrictive Markings on Technical Data (10 U.S.C.2321).
- 252.243-7002 Requests for Equitable Adjustment (10 U.S.C. 2410).
- 252.247-7024 Notification of Transportation of Supplies by Sea (10 U.S.C.2631).

- (c) In addition to the clause listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Order-Commercial Items clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract.

252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

DFARS:

252.204-7004 Required Central Contractor Registration (MAR 1998)

5. CONTRACT DOCUMENTS, EXHIBITS OR ATTACHMENTS:

1. Attachment (1) Statement of Work – 8 Pages
2. Exhibit A Contract Data Requirements List, DD 1423 – 3 Pages
3. Attachment (2) Accounting and Appropriation Data – 1 Page (* To be provided at time of award)

6. FAR 52.212-2 - EVALUATION - COMMERCIAL ITEMS (JAN 1999)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

- (I) Technical Capability – Each proposal will be evaluated on demonstrated clear understanding of the scope and nature of the tasks, personnel qualifications, and soundness of the offeror's management approach for accomplishing the tasks described in the Statement of Work.
- (II) 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. 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).

- (III) Price – Proposed price to the government.

Technical and past performance, when combined, are significantly more important than cost or price.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

7. OFFEROR REPRESENTATIONS AND CERTIFICATIONS

Offeror must complete and submit with its proposal, FAR 52.212-3 (JUNE 1999) *Offeror Representations and Certifications--Commercial Items* and DFARS 252.212-7000 *Offeror Representations and Certifications--Commercial Items.*, which are available electronically in full text at : <http://heron.nrl.navy.mil/contracts/rep&certs.htm>

STATEMENT OF WORK

I. BACKGROUND

42 U.S.C. 4541 (Public Law 91-616, as amended) and U.S.C. 1101 (Public Law 92-255, as amended) provides that Federal agencies shall be responsible for developing and maintaining appropriate prevention, treatment, and rehabilitation programs and services for Federal civilian employees with alcohol or drug problems. Additional legislation has authorized agencies to extend these programs to other personal problems that adversely affect job performance. Where feasible, these program services should be extended to families of employees with such problems and to employees with alcohol or drug dependent family members. The goal of the Counseling and Referral Service (C/RS) is to assist civilian employees in achieving optimal job performance through resolution of problems caused by misuse of drugs or alcohol, or by other personal problems. In order to accomplish these objectives, the Department of Navy requires each field activity employing 100 or more civilians to maintain a Civilian Employee Assistance Program (CEAP). The specific program requirements are set forth in the Department of Navy Civilian Personnel Instruction (CPI) 792, subject, "Department of the Navy Civilian Employee Assistance Program."

II. SCOPE

The contractor shall provide counseling and referral services to approximately 2750 Naval Research Laboratory (NRL) employees. In order to meet the requirements of CPI 792, a C/RS for the NRL must be established to provide limited diagnostic counseling, referral, training/education, and other assistance to NRL employees and family members. The range of problems to be covered includes alcohol, drug abuse and emotional/behavioral problems, which may adversely, impact on the employee's job performance, attendance or conduct.

III. GENERAL

A. The Contractor shall provide counseling and referral services to NRL employees or family clients who are management, union, or self-referred, as well as, referrals from health units and medical personnel providing occupational health services to the NRL community. The Contractor shall also consult with referring parties, providing guidance where appropriate, in confronting an employee's job behavior or performance problem.

B. The Contractor shall recommend upon client release that sick leave be granted to employees for the purpose of treatment or rehabilitation. Sick leave is also appropriate when an employee participates in treatment of a condition personal to the employee, including alcoholism or drug abuse by a member of the employee's immediate household, where family therapy is an element of the treatment regimen.

C. The Contractor shall refer the troubled employee to their personal physician or an established community resources for treatment or rehabilitative care.

D. The relationship of the Contractor to the Drug-Free Workplace Program (DFWP) is defined in NRL Instruction 12792.3. To fulfill these requirements the Contractor shall: (1) provide counseling and assistance to employees who self-refer for treatment or whose drug tests have been verified positive, and monitor the employees' progress through treatment and rehabilitation; (2) provide needed education and training to all levels of the organization on types and effects of drugs, symptoms of drug use and its impact upon performance and conduct, relationship of the employee assistance program with the drug testing program, and related treatment, rehabilitation, and confidentiality issues; (3) ensure that the confidentiality of test results and related medical rehabilitation records are maintained in accordance with the specific requirements contained in Public Laws 92-255 and 93-282, and regulations published in 42 C.F.R., Part 2.; (4) ensure that adequate treatment resources have been identified in the community in order to facilitate referral of drug abuse clients; and (5) ensure that all employees in the agency are informed about the C/RS and its services. The Contractor shall not be involved in the collection and initial reporting of drug samples.

The Contractor shall observe applicable requirements from NRL Instruction 12792.3, Drug-Free Workplace Program, which is available upon request.

IV. PERFORMANCE REQUIREMENTS

A. TASK NO. 1 - Personnel and Program

1. Staffing - The contractor shall provide management supervision and associate counselors on a full-time or part-time basis as needed. The amount of supervision required shall depend upon the ability and experience of the contract employees and the nature and complexity of individual cases. Appointments shall be scheduled Monday through Friday, 8:00 to 4:30, excluding Federal holidays, and shall be scheduled within 3 working days of initial contact. The contractor shall provide counseling and referral program, administrator/counselor and other counselor(s) as needed for adequate coverage.

a. **Administrator/Counselor** – Must have a Doctorate in the field of psychology, counseling or social work from an accredited college or university and at least one year of recent experience equally balanced among the areas of chemical, emotional, and behavioral problem counseling. Experience must be with adults in a work community composed of highly technical (i.e., scientists and engineers), as well as, clerical and trade employees. Experience must also show the responsibility for the supervision of counselors in a program directed towards employee assistance for adults.

b. **Counselor** – Must have a Masters Degree in the field of psychology, counseling or social work from an accredited college or university and at least one year of recent experience equally balanced among the areas of chemical, emotional, and behavioral problem counseling. Experience must have be with adults in a work community composed of highly technical (i.e., scientists and engineers), as well as, clerical and trade employees.

2. Counselor Function - The counselor's efforts shall be directed toward initial evaluation and problem assessment, diagnosis of the presenting problem(s), appropriate action, and maintaining a current record system and case files for all clients as outlined in this task. Appropriate action shall be determined on an individual basis and may include:

- a. Direct short-term counseling to employees and, if appropriate, to family members.
- b. Referral of client for further medical evaluation and/or diagnostic workup.
- c. Referral of client to a community or other resource.
- d. Assistance to the client in enrolling in an extended counseling, treatment or rehabilitation program.
- e. Follow-up and assistance to clients and their supervisors in making any job adjustments.

3. Specific Case Management

a. Management Initiated Referral.

(1) The counselor shall interview NRL management and supervisory officials as requested and provide them with guidance in confronting employees with job performance or behavior problems. Advise management officials regarding client confidentiality requirements. Consultation with referring party shall be within three working days of contact or as scheduled by the management official.

(2) The counselor shall interview the client and, with the client's knowledge and consent, obtain the appropriate information including medical history, if necessary, to consider the nature of the client's problem. The contractor shall meet with the employee within three days of request for appointment.

(3) The counselor shall inform client, before referring to community resources, of the client's personal responsibility to pay for any services, rehabilitation or treatment program obtained as a result of the referral.

(4) As appropriate, the counselor shall provide client with information relative to options and/or benefits of the employee's Federal Health Benefits Program plan. The NRL Employee Relations Branch maintains current information on federal health plans and will provide the information upon request.

(5) The counselor shall determine the nature of the problem. The contractor shall make referrals to the NRL Medical Clinic, a private physician, or local community or a Department of Navy resource, as may be necessary, for further evaluation and diagnosis.

(6) After professional assessment of the case, the counselor shall advise the client of appropriate, available community treatment and rehabilitation resources, help make arrangements for utilizing them, and encourage the employee to participate in a rehabilitation program.

(7) The counselor shall develop a method of monitoring the employee's progress in and cooperation with the course of action (i.e., further evaluation, participation in an extended counseling, education, treatment, or rehabilitation program, etc.) recommended by the counselor. Where

appropriate, and carried out in accordance with the confidentiality requirements, the counselor shall also advise the referring management official of the employee's progress, assisting where possible in job adjustment. The contractor and the referring management official will agree upon frequency of feedback to management on a case-by-case basis. Frequency of feedback will depend on: whether a signed release has been obtained; nature and extent of release; nature of presenting problem; severity of presenting problem; and whether a disciplinary or performance-based action is pending against the employee.

(8) The counselor shall maintain contact with the community resource to which the client is referred and with the client.

(9) The counselor shall throughout the course of treatment/rehabilitation, as allowed by the confidentiality requirements, be available to the supervisor to discuss the employee's rehabilitative efforts and their relationship to job performance.

b. Client-Initiated Referral

(1) When a client self-refers to the program, they shall receive counseling and be referred to community resources or facilities for such assistance as is appropriate.

(2) In such self-referral situations, the confidentiality requirements shall be strictly observed. An employee client shall not ordinarily be asked to sign a consent statement releasing information to their supervisor.

(3) If a client drops out of a treatment program, documentation of the case file should show that this has taken place. No further action will be taken.

(4) Should a voluntary referral case be in progress and the employee's supervisor contact the contractor with documentation of the employee's work performance deterioration or aberrant behavior patterns at work, the contractor shall confer with the supervisor, but will adhere to the confidentiality requirements strictly, giving no indication of the employee's previous self-referral. The employee may then, if appropriate, be contacted and advised of the potential need to sign a consent form to give information to the supervisor.

4. Record System

a. The Contractor shall plan, develop, use, maintain and manage a Record System in accordance with applicable laws relating to alcohol and drug prevention, treatment, and rehabilitation; the Privacy Act of 1974; and any other applicable laws, regulations, and guidelines governing confidentiality of counseling and medical records. The Contractor will be subject to the penalties imposed by such laws for improper disclosure. The Record System must be approved by the Authorized Government Representative (AGR) prior to implementation. The Contractor must have an approved system in place no later than 15 days after contract award.

b. The Contractor shall be responsible for maintaining complete, individual case files for every employee or family member who utilizes the counseling services. Such records must be maintained in accordance with the confidentiality requirements of Public Law 93-282 and the implementation of Federal Regulations (Particularly Section 2.11(n) of 42 CFR Part 21, as well as Public Law 93-579 (Privacy Act). The case files will include the required data from laws and regulations, which must be reported to the AGR, on a quarterly basis (see Task No. 5).

c. All records pertaining to the C/RS are considered to be under the jurisdiction of the NRL Human Resources Office. Upon termination of this contract, all records shall be surrendered to the NRL CEAP Administrator and/or AGR.

5. Contractor Relationship to Managers and Supervisors and CEAP Administrator

a. CEAP Administrator's Relationship to the Contractor.

(1) The AGR will be the NRL CEAP Administrator, who is ultimately responsible for the effectiveness of the C/RS, even though the services are provided by a contractor. The contractor shall meet with the AGR on a monthly basis, at which time the contractor shall provide the AGR with a brief verbal description of each C/RS case and the outcome of closed cases. The AGR shall have the option to attend routine contractor staff meetings in lieu of monthly meetings, if mutually agreeable.

(2) In order to permit appropriate and skillful management of the problem(s) presented, the contractor shall develop and maintain close relationships with community and Department of Navy resources which offer specialized screening, education, extended counseling, treatment and rehabilitative assistance, in particular the Navy Alcohol/Drug Safety Action Program and the Naval District Of Washington (NDW) Family Counseling and Assistance Center. The contractor shall develop, maintain and continuously review these resources within 60 days after contract award. The Contractor shall review the resources quarterly, continually updating, in the event of a needed referral, and provide an updated listing of the resources to the AGR.

B. TASK NO. 2 – Training and Seminars

1. Supervisory and Management Training: The Contractor shall provide a maximum of four (4) training sessions per year in conjunction with the mandatory DFWP training as specified in the NRL Instruction 12792.3. The Government may reduce the requirement if the number of enrollees is not sufficient to warrant giving the course. The training shall be designed to help attendees use the program effectively in the performance of their duties. Sessions shall be at least one hour in length. Program content shall include, but not be limited to:

- a. An overview of the assistance available from the C/RS.
- b. How to recognize employees who may need help.
- c. How to recognize, document, and deal with employee performance, and conduct problems due to the illegal use of drugs.
- d. How to refer an employee for counseling.

- e. How to deal with a troubled employee.
- f. How to determine when to take corrective action.
- g. Need for confidentiality.

2. Other seminars: The contractor shall provide group seminars for NRL employees.

The following shall be provided quarterly and the length of the seminar must be at least one hour in length. The seminars may include all or some of the categories below. The AGR will specify pertinent categories.

- a. Drug education to include information on types and effects of drugs, symptoms of drug use, effects on performance and conduct, the relationship between the C/RS and the drug testing program, and other relevant treatment, rehabilitation, confidentiality and "safe harbor" provision of the DFWP.
- b. Smoking cessation.
- c. Stress management.
- d. Relaxation techniques for stress.

The following shall be provided at least four times a year and the seminar must be at least two hours in length.

- a. The seminars shall be for special interest or target groups, EEO supervisors, and/or presentations to the Federal Women's Programs.

C. TASK NO. 3 – Family and Group Counseling

1. The Contractor shall provide "family" counseling, to the extent feasible, to families of employees.

- a. Where the employee is involved in the C/RS,
- b. Where the employee is an alcoholic, drug abuser, or experiencing emotional/behavioral problems, or
- c. Where the employee's family member is an alcoholic, drug abuser, or experiencing emotional/behavioral problems, and the situation is causing stress which impacts the employee's job performance.

2. The Contractor shall provide "group" counseling to employees on an as needed basis.

- a. The counseling will be designed to assist employees experiencing emotional and other problems, and how to effectively cope and manage such situations.

D. TASK NO. 4 – Course Outlines/Lesson Plans/Articles/Training Materials

1. The Contractor shall provide course outlines and lesson plans for all proposed courses within 30 days after contract award. Any changes to the course outlines and lesson plans during the life of this contract shall also be provided to the AGR no later than 30 days prior to scheduled training.

2. The Contractor shall provide training materials for each training session.

3. The Contractor shall provide flyers, articles, or other general advertising for courses offered. All advertising will be approved by the AGR prior to publication. All educational materials, (e.g., books, reports, pamphlets, journals, etc) shall be considered to be the property of the Government and provided to the AGR upon completion of the contract. The written material shall be designed to educate the work force regarding prevention and treatment as aspects of alcoholism, drug abuse, and other health problems that may arise from the C/RS.

4. The Contractor is encouraged to recommend other training.

5. All training and seminars will be held at the Naval Research Laboratory, Washington, DC.

E. TASK NO. 5 - Reporting Systems

1. The Contractor shall maintain a comprehensive quarterly reporting system which provides the AGR statistics in accordance with the CEAP Report outlined in Paragraph VI.

2. The Contractor shall provide a written monthly status report to the AGR. This report will include a discussion of accomplishments, planned activities, and potential problems or otherwise.

3. The Contractor shall provide a monthly On-Site Labor Report.

V. CIVILIAN EMPLOYEE ASSISTANCE PROGRAM POLICY AND GUIDELINES

The contractor shall carry out all services consistent with applicable NRL, Department of Navy, and OPM directives in effect at the time of contract award and any directives, laws or regulations which become effective during the period of performance of this contract. The AGR will provide the contractor with any new or revised directives or guidance.

VI. CEAP REPORT

The Contractor shall prepare a CEAP quarterly report containing the following information:

1. Total number of new cases (# this quarter) (# this year).

2. Total number of reopened cases (# this quarter) (# this year).

3. Number of alcohol cases (# this quarter new and/or reopened) (# this year new and/or reopened).
4. Number of other drug cases (# this quarter new and/or reopened) (# this year new and/or reopened).
5. Number of emotional and other cases (# this quarter new and/or reopened) (# this year new and/or reopened).
6. Number of employees helped by counseling - client, supervisor or counselor reports that the problem was resolved and job performance is at an acceptable level, (quarterly), (yearly), separate by client, supervisor, and counselor.
7. Number of employees not helped by counseling - the client's problem was not resolved; performance, attendance or conduct is still unacceptable (quarterly) (yearly).
8. Number of employees for whom it is too early in the counseling program to judge whether they have been helped - job performance has improved but is not yet at an acceptable level (quarterly) (yearly), separate by as reported by client, supervisor, counselor.
9. Number of self-referrals - no management action (quarterly) (yearly).
10. Number supervisory referrals (quarterly) (yearly).
11. Number NRL employee cases (quarterly) (yearly).
12. Number NRL family member cases (quarterly) (yearly).
13. Number of nonsupervisory employees who received C/RS or alcohol/drug training (quarterly) (yearly).
14. Number of supervisory employees who received C/RS or alcohol/drug training (quarterly) (yearly).
15. Man-hours expended on C/RS (quarterly) (yearly).
16. Description of any CEAP-related training the contractor underwent during the quarter.
17. Report of contractor's contributions to any C/RS-related education/training/information programs during the quarter. State the Title, duration, and number of employees attended.
18. Statistical information on all cases by grade range, pay plan status, job category, length of service (range), gender, age range, race, education, marital status, referral source, problem category.

CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 220 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0188), Washington, DC 20503. Please DO NOT RETURN your form to either of these addresses. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. listed in Block E.

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

D. SYSTEM / ITEM 0001AB	E. CONTRACT / PR NO. N00173-99-R-CR05	F. CONTRACTOR
-----------------------------------	---	----------------------

1. DATA ITEM NO. A003	2. TITLE OF DATA ITEM Lesson Plan/Teaching/Course Outlines	3. SUBTITLE
---------------------------------	--	--------------------

4. AUTHORITY (Data Acquisition Document No.) N/A	5. CONTRACT REFERENCE SOW Para IV-B and C-1	6. REQUIRING OFFICE NRL Code 1880
--	---	---

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY ASREQ	12. DATE OF FIRST SUBMISSION *	14. DISTRIBUTION		
8. APP CODE N/A	9. DIST STATEMENT REQUIRED N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION	a. ADDRESSEE		b. COPIES
						Draft

16. REMARKS The contractor shall develop and provide lesson plans, teaching and course outlines . * The plans and outlines must be submitted to the AGR for approval NLT 30 days prior to the lesson or course.	14. DISTRIBUTION
	a. ADDRESSEE
	b. COPIES
	Draft Final
	Reg Repr
	AGR 1 1 0
	15. TOTAL → 1 1 0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

1. DATA ITEM NO. A004	2. TITLE OF DATA ITEM Monthly Status Report	3. SUBTITLE
---------------------------------	---	--------------------

4. AUTHORITY (Data Acquisition Document No.)	5. CONTRACT REFERENCE SOW Para IV-F-2	6. REQUIRING OFFICE NRL Code 1880
---	---	---

7. DD 250 REQ LT	9. DIST STATEMENT REQUIRED	10. FREQUENCY MTHLY	12. DATE OF FIRST SUBMISSION *	14. DISTRIBUTION		
8. APP CODE N/A	9. DIST STATEMENT REQUIRED N/A	11. AS OF DATE	13. DATE OF SUBSEQUENT SUBMISSION *	a. ADDRESSEE		b. COPIES
						Draft

16. REMARKS The contractor shall provide a report of accomplishments, planned activities, problems or potential problems. * Initial report and subsequent reports are due NLT the 10th of each month.	14. DISTRIBUTION
	a. ADDRESSEE
	b. COPIES
	Draft Final
	Reg Repr
	AGR 0 1 0
	15. TOTAL → 0 1 0

17. PRICE GROUP
18. ESTIMATED TOTAL PRICE

G. PREPARED BY NRL Code 1880	H. DATE 11/10/99	I. APPROVED BY	J. DATE
--	----------------------------	-----------------------	----------------

