IMPORTANT NOTICE

Due to potential delays in receiving mail, this solicitation contains the provision at FAR 52.215-5 which authorizes facsimile proposals. Offerors are encouraged to use alternatives to the mail when submitting proposals.

SOLICITATION, OFFER AND AWARD	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350) ▶	RATING	PAGE OF
		D0C9	1 23 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00173-02-R-DL02	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	14 May 2002	

7. ISSUED BY CODE	8. ADDRESS OFFER TO *(If other than Item 7)*
CONTRACTING OFFICER NAVAL RESEARCH LABORATORY ATTN: CODE: 3220.dl WASHINGTON DC 20375-5326	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 222, Room 115 until 4:00 *(Hour)* local time 17 June 2002 *(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	B. TELEPHONE NO. *(Include area code) (NO COLLECT CALLS)*
	Dian Lockamy	202-767-3782

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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:	23. SUBMIT INVOICES TO ADDRESS SHOWN IN ▶ *(4 copies unless otherwise specified)*	ITEM
☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )		

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

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

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/SERVICES AND COSTS

ITEM NUMBER	SUPPLIES OR SERVICES	MAXIMUM ESTIMATED COST	MAXIMUM FIXED FEE	MAXIMUM TOTAL ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall provide information technology support in accordance with Section C.	$	$	$
0002	Data in accordance with Exhibit A (DD 1423) and Enclosure (1)	*NSP	*NSP	*NSP
TOTAL ESTIMATED COST PLUS FIXED FEE:		$	$	$

*Not Separately Priced.

B-2 MINIMUM AND MAXIMUM QUANTITIES

As contemplated by the contract clause entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is information technology support requiring the contractor to provide a level of effort of 8,000 direct labor hours.

The maximum quantity that the Government may order during the effective period of the contract is information technology support requiring the contractor to provide a level of effort of 200,000 direct labor hours.

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

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work and services to be performed hereunder shall be subject to the requirements and standards contained in Attachment (1), Statement of Work, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

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 19 October 2001 which are hereby incorporated by reference. The full text is available at http://heron.nrl.navy.mil/contracts/home.htm.

C-3 The specific work to be carried out shall be further described in orders issued under this contract.

SECTION D
PACKAGING AND MARKING

D-1 PACKAGING AND MARKING

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

SECTION E
INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE		TITLE
52.246-5	-	Inspection Of Services - Cost Reimbursement (APR 1984)

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

SECTION F
DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES INCORPORATED BY REFERENCE:

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

F-2 DELIVERIES OR PERFORMANCE

(a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through five (5) years thereafter.

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

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

Contracting Officer's Representative
*
Naval Research Laboratory
Contract Number : *
Task Order Number: _____
Building: *
Code: *
4555 Overlook Avenue, SW
Washington DC 20375-5320

(d) Unless otherwise specified in task orders issued hereunder, the principle place of performance shall be the Naval Research Laboratory, Washington, DC 20375.

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 completed 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 completed at time of award)*

G-3 ONR 5252.242-9718 - TECHNICAL DIRECTION (FEB 02)

(a) Performance of the work hereunder is subject to the technical direction of the Scientific Officer/COR designated in this contract, or his duly authorized representative. For the purposes of this clause, technical direction includes the following:

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

(1) Assign additional work under the contract,

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

(c) The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special provision, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

(d) Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of work statement which is not affected by the disputed technical direction.

G-4 INCREMENTAL FUNDING

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

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

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

G-5 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-6 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS

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

(a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.

(b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.

(c) Each task order shall be subject to FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds clause, as appropriate. Each task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".

(d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and other pertinent information. The Contractor shall promptly submit a cost proposal for performing the work including supporting information for all proposed costs. The fixed fee shall be in the same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.

(e) Task orders issued shall include, but not be limited to, the following information:

(1) Date of Order
(2) Contract Number and Task Order Number
(3) Accounting and Appropriation Data
(4) Description of the Work to be Performed
(5) Level of Effort
(6) DD Form 1423 (Contract Data Requirements List)
(7) Place of Performance
(8) Period of Performance
(9) Estimated Cost Plus Fixed Fee
(10) DD Form 254 (Contract Security Classification Specification), if applicable
(11) List of Government furnished material and the estimated value thereof for each order, if applicable.

(f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

This is a *

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

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

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 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: *

Program Manager
Senior Software Engineer

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

H-3 LEVEL OF EFFORT TASK ORDERS

(a) In the performance of each term form task order issued under this contract, the Contractor agrees to provide the level of effort specified in the task order and in accordance with this provision.

(b) It is understood and agreed that the rate of direct labor hours expended each month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the task order. The Contractor is required to notify the Contracting Officer when 85% of the total level of effort of the task order has been expended.

(c) If, during the term of the task order, the Contractor finds it necessary to accelerate the expenditure of direct labor under the task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated

cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the task order. If the maximum amount specified in the contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed-fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by modification of the order and, if necessary, the contract.

(d) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor under a task order such that the labor hours of effort specified therein would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within ten days of receipt.

(f) If the total level of effort specified in each task order is not provided by the Contractor during the term of the task order, the Contracting Officer shall either (i) reduce the fixed fee of the task order as follows:

$$\text{Fee Reduction} = \text{Fixed Fee} \times \frac{\text{(Required LOE Hours - Expended LOE Hours)}}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost," require the Contractor to continue to perform the work until the total number of hours of direct labor specified in the task order shall have been expended, at no increase in the fixed fee of the task order.

(g) In the event the Government fails to fully fund the task order in a timely manner, the term of the task order may be extended accordingly with no change to cost or fee. If the Government fails to fully fund the task order, the fee will be adjusted in direct proportion to that effort which was performed.

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

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

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

H-4 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

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

H-5 ON-SITE USE OF GOVERNMENT PROPERTY

It is anticipated that Government property will be used by the contractor's personnel in the performance of that portion of the contract performed on-site at the U.S. Naval Research Laboratory (NRL) including any of its field sites. Such use will be on a rent free basis and all such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

H-6 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.

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 (DEC 2001)
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)
52.204-4	-	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 And Allocation Requirements (SEP 1990)
52.215-2	-	Audit And Records-Negotiation (JUN 1999)
52.215-8	-	Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-11	-	Price Reduction For Defective Cost Or Pricing Data - Modifications (OCT 1997)
52.215-13	-	Subcontractor Cost Or Pricing Data Modifications (OCT 1997)
52.215-14	-	Integrity Of Unit Prices (OCT 1997)
52.215-15	-	Pension Adjustments And Asset Revisions (DEC 1998)
52.215-17	-	Waiver Of Facilities Capital Cost Of Money (OCT 1997) *(will be included if the successful offeror does not propose facilities capital cost of money)*
52.215-18	-	Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (OCT 1997)
52.215-19	-	Notification Of Ownership Changes (OCT 19997)
52.215-21	-	Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
52.216-7	-	Allowable Cost And Payment (FEB 2002)
52.216-8	-	Fixed-Fee (MAR 1997)
52.219-6	-	Notice Of Total Small-Business Set-Aside (JUL 1996)
52.219-8	-	Utilization Of Small Business Concerns (OCT 2000)
52.219-14	-	Limitations On Subcontracting (DEC 1996)
52.222-2	-	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
52.222-3	-	Convict Labor (AUG 1996)
52.222-19	-	Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
52.222-21	-	Prohibition Of Segregated Facilities (FEB 1999)
52.222-26	-	Equal Opportunity (APR 2002)
52.222-35	-	Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
52.222-36	-	Affirmative Action For Workers With Disabilities (JUN 1998)
52.222-37	-	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (DEC 2001)
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 (MAY 2001)
52.223-14	-	Toxic Chemical Release Reporting (OCT 2000)
52.225-13	-	Restrictions On Certain Foreign Purchases (JUL 2000)
52.227-2	-	Notice And Assistance Regarding Patent And Copyright Infringement (AUG 1996)
52.227-3	-	Patent Indemnity (APR 1984)
52.227-11	-	Patent Rights - Retention By The Contractor (Short Form) (JUN 1997) *(will be included if the successful offeror is a small business or a non-profit organization)*

52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
52.232-9 - Limitation On Withholding Of Payments (APR 1984)
52.232-17 - Interest (JUN 1996)
52.232-18 - Availability Of Funds (APR 1984)
52.232-20 - Limitation Of Cost (APR 1984) *(Applicable when the contract or task order is fully funded)*
52.232-22 - Limitation Of Funds (APR 1984) *(Applicable when the contract or task order is not fully funded)*
52.232-23 - Assignment Of Claims (JAN 1986) Alternate I (APR 1984)
52.232-25 - Prompt Payment (FEB 2002) Alternate I (FEB 2002)
52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
52.233-1 - Disputes (DEC 1998) – Alternate I (DEC 1991)
52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.237-2 - Protection Of Government Buildings, Equipment And Vegetation (APR 1984)
52.242-1 - Notice Of Intent To Disallow Costs (APR 1984)
52.242-3 - Penalties For Unallowable Costs (MAY 2001)
52.242-4 - Certification of Final Indirect Costs (JAN 1997)
52.242-13 - Bankruptcy (JUL 1995)
52.243-2 - Changes - Cost-Reimbursement (AUG 1987) - Alternate I (APR 1984)
52.244-2 - Subcontracts (AUG 1998) - Alternate I *AUG 1998)
52.244-5 - Competition In Subcontracting (DEC 1996)
52.244-6 - Subcontracts For Commercial Items (DEC 2001)
52.245-5 - Government Property (Cost-Reimbursement, Time-And-Material, Or Labor-Hour Contracts) (JAN 1986) (DEVIATION)
52.246-23 - Limitation Of Liability (FEB 1997)
52.246-25 - Limitation Of Liability - Services (FEB 1997)
52.247-1 - Commercial Bill Of Lading Notations (APR 1984)
52.247-63 - Preference For U. S. Flag Carriers (JAN 1997)
52.249-6 - Termination (Cost-Reimbursement) (SEP 1996)
52.249-14 - Excusable Delays (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)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

DFARS CLAUSE		TITLE
252.201-7000	-	Contracting Officer's Representative (DEC 1991)
252.203-7001	-	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (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 (NOV 2001)
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)
252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
252.225-7012 - Preference For Certain Domestic Commodities (AUG 2000)
252-225-7021 - Trade Agreements (SEP 2001)
252.225-7026 - Reporting Of Contract Performance Outside The United States (JUN 2000)
252.225-7031 - Secondary Arab Boycott Of Israel (JUN 1992)
252.226-7001 - Utilization of Indian Organizations and Indian-Owned Economic Enterprises-DoD Contracts (SEP 2001)
252.227-7000 - Non Estoppel (OCT 1966)
252.227-7001 - Release Of Past Infringement (AUG 1984)
252.227-7013 - Rights In Technical Data -- Noncommercial Items (NOV 1995)
252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (JUN 1995)
252.227-7016 - Rights In Bid Or Proposal Information (JUN 1995)
252.227-7019 - Validation Of Asserted Restrictions--Computer Software (JUN 1995)
252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
252.227-7034 - Patents--Subcontracts (APR 1984)
252.227-7036 - Declaration Of Technical Data Conformity (JAN 1997)
252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
252.231-7000 - Supplemental Cost Principles (DEC 1991)
252.242-7000 - Post Award Conference (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)*
252.251-7000 - Ordering From Government Supply Sources (MAY 1995)

I-2 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

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

WARNING

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

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

I-3 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through five (5) years..

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I-4 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than $25,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor -

(1) Any order for a single item in excess of $4,000,000

(2) Any order for a combination of items in excess of $4,000,000; or

(3) A series of orders from the same ordering office within 60 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within seven (7) days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I-5 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after ninety (90) days from the end of the effective period of the contract stated in Section F.

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

J-1 Attachment (1) - Statement Of Work - 2 Pages, With Exhibit A - DD Form 1423, Contract Data Requirements List, 1 Page.

J-2 Attachment (2) – Personnel Qualifications, 2 Pages.

J-3 Attachment (3) – Accounting and Appropriation Data- 1 page. *

(To be included at time of award)*

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

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

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

K-2 FILL IN FOR FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAR 2001)

The fill in information is as follows:

The NAICS code for this acquisition is **541511.**
The small business size standard is **$21,000,000.00**.

SECTION L
INSTRUCTIONS CONDITIONS AND NOTICES TO OFFERORS OR RESPONDENTS

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

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

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

FAR CLAUSE		TITLE
52.204-6	-	Data Universal Numbering System (DUNS) Number (JUNE 1999)
52.214-34	-	Submission Of Offers In The English Language (APR 1991)
52.214-35	-	Submission Of Offers In U.S. Currency (APR 1991)
52.215-1	-	Instructions To Offerors- Competitive Acquisition (MAY 2001)
52.215-5	-	Facsimile Proposals (OCT 1997) Paragraph (c) is completed as follows: (202) 767-0430 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to lockamy@contracts.nrl.navy.mil (primary) or bays@contracts.nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format.
52.215-16	-	Facilities Capital Cost Of Money (OCT 1997)
52.219-24	-	Small Disadvantaged Business Participation Program - Targets (OCT 2000)
52.222-24	-	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)
52.237-10	-	Identification of Uncompensated Overtime (OCT 1997)

L-2 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-3 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.
Provide information described in **See L-12, Volume II – Business Proposal**

L-4 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Indefinite Delivery Indefinite Quantity Contract with Cost Plus Fixed Fee Term Form Orders contract resulting from this solicitation.

L-5 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES

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

Labor Category	Hours Per Year
Program Manager	2,000
Senior Software Engineer	14,000
Software Engineer	12,000
Senior Systems Engineer	2,000
Systems Engineer	2,000
Senior Network Administrator	2,000
Network Administrator	2,000
Functional Analyst	2,000
Software Support Specialist	2,000
TOTAL	**40,000**

L-6 FAR 52.233-2 - SERVICE OF PROTEST (AUG 1996)

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

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

L-7 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter

the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date
Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-8 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

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

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

L-9 GOVERNMENT-FURNISHED PROPERTY

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

L-10 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 9 of the Standard Form 33, "Solicitation, Offer and Award," no less than fifteen (15) days before closing. The Government will not consider questions received after this date. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-11 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. N00173-02-R-DL02
Closing Date:
(As specified in Block 9, RFP face page)
Attn: Code 3220

(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, the Statement of Work, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-12 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND THREE (3) COPIES .

(1) The contractor must propose in accordance with the level of effort breakdown provided in Section L-5.

(2) The following information is required for evaluation of your technical/management proposal:

(a) Personnel Qualifications

Identify the proposed personnel and indicate the labor categories for which they are to be utilized. Describe the qualifications and experience of proposed personnel particularly as they relate to the statement of work (Attachment 1) and the desired personnel qualifications stated in Attachment 2. Resumes should be provided for all proposed personnel.

(b) Corporate Experience

Provide a management plan demonstrating the ability to manage and administratively support the effort under the contract, the ability to recruit and retain qualified personnel, and the ability to respond to program changes that may occur. Discuss corporate experience, in particular, similar efforts performed at a government or other client's site.

(c) Past Performance

(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 three (3) contracts or subcontracts completed by the offeror or predecessor companies during the past three (3) years for services similar in nature to this requirement. Include in the three (3) contracts 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-13 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND THREE (3) COPIES

(1) COST PROPOSAL

(a) The offeror shall submit a business proposal that includes a cost proposal with supporting information for each cost element consistent with offeror's cost accounting system. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate each cost element. Should rates be used in the proposal which are not DCAA approved, the offeror shall provide complete documentation and the rationale for their use at time of proposal submission. However, offerors are advised to use actual labor rates of proposed personnel as the basis for estimating labor costs when practicable.

(b) It is requested that offerors provide one copy of their cost proposal on a PC formatted disk or CD ROM using software compatible with Microsoft Excel 97.

L-14 MULTIPLE AWARDS

The Contracting Officer may make multiple awards resulting from this solicitation.

SECTION M
EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

Award will be made to that offeror whose proposal is determined to be the best value to the Government, proposed cost and other factors considered. The Government reserves the right to make award to other than the low offeror. Although technical considerations are more important than the cost factor, the closer the technical scores of the various proposals are to one another, the more important the business considerations become.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the cost factor. Technical subfactor (1) is of greater importance than technical subfactor (2). Technical subfactor (2) is of greater importance than technical subfactor (3).

M-2-1. TECHNICAL

(1) PERSONNEL QUALIFICATIONS

Proposed personnel will be evaluated on the degree to which they meet or exceed the desired qualifications stated in Attachment (2) and the relevancy of their experience to the statement of work. Personnel proposed for all labor categories will be evaluated; some emphasis will be given to the proposed key personnel (See H-2).

(2) CORPORATE EXPERIENCE/MANAGEMENT PLAN

Corporate experience will be evaluated on its relevance to the work to be performed under the contract. The management plan will be evaluated on its perceived adequacy for successful management and administrative support of contract performance, the ability to recruit and retain qualified personnel, and the ability to respond to program changes that may occur.

(3) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform

major or critical aspects of the requirement, or the proposed project manager or key personnel responsible for major or critical aspects of the requirement. 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)(iv).

M-2-2 COST TO THE GOVERNMENT

Proposed estimated cost 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 other elements of the offeror's proposal. The cost realism evaluation includes an analysis of the adequacy of the proposed labor costs to recruit and retain qualified personnel, the assumptions underlying projected indirect cost rates, and the realism of any proposed other direct costs in support of the work to be performed. It also includes evaluation of the likelihood that the offeror's actual costs will be higher than anticipated in its cost proposal.

Statement of Work

1. Introduction

The Naval Research Laboratory (NRL) requires Information Technology (IT) and functional business analysis support services to maintain the NRL management information system and business operations systems and processes. These systems and processes span common business application functions such as budgeting, accounting, sponsor billing, procurement, contracting, inventory, human resources, asset management, etc. The services are primarily hardware and software maintenance, end-user support, and business functions support required to keep the business processes functioning efficiently in the Navy Working Capital Fund business arena.

2. Scope

As further described in individual task orders to be issued under this contract, the contractor shall provide system administration and software maintenance necessitated by requirements changes, technological advances or problems, and integration of NRL business processes with external Navy and DOD systems. The contractor shall provide software, test plans and procedures, training, configuration management, documentation, and hardware/network support necessary to support the needs of multiple offices within NRL. The contractor shall provide functional expertise supporting one or more of the various business processes as required by NRL.

3. Requirements

3.1 Systems Operation and Maintenance

The contractor shall perform systems operation and maintenance. This includes UNIX and Windows systems administration, LAN administration, security administration/information assurance, network engineering, applications support, web support and database administration in the following environment:

- A computing environment consisting of Compaq/DEC Alpha Servers running OpenVMS and Tru64 UNIX and Intel-based application servers running Windows NT and Linux.
- A TCP/IP-based communications network.
- A Windows NT-based Local Area Network providing shared file and print services, office automation software and Microsoft Exchange email services.
- Oracle RDBMS, Designer, Developer, Discoverer, and Application Servers running on Windows and UNIX operating systems.
- Other related hardware and software.

3.2 Application Support

The contractor shall continuously evaluate the current system and provide programming support for the enhancement, optimization and maintenance of existing application programs. This maintenance shall consist of both remedial and preventive maintenance. The contractor shall perform systems integration work to include the integration of new hardware and software into existing systems and the connectivity between systems.

3.3 Systems Documentation, User Training and Support

Infrastructure, database and user documentation shall be developed and changed as necessary. The contractor shall train functional users and government IT staff as required. The contractor shall assist with application-related problems and respond to user requests, analyzing the situation or problem, determining alternative solutions and reporting their findings appropriately. The contractor shall support the accomplishment of one or more of the business functions.

CONTRACT DATA REQUIREMENTS LIST
(1 Data Item)

Form Approved
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188),1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302 . Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing

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

D. SYSTEM / ITEM	E. CONTRACT / PR NO.	F. CONTRACTOR
	N00173-02-R-DL02	

1. DATA ITEM NO.	2. TITLE OF DATA ITEM	3. SUBTITLE
A001	Contractor On-Site Labor Report	

4. AUTHORITY *(Data Acquisition Document No.)*	5. CONTRACT REFERENCE	6. REQUIRING OFFICE
N/A		NRL CODE

7. DD 250 REQ	9. DIST STATEMENT REQUIRED	10. FREQUENCY	12. DATE OF FIRST SUBMISSION
LT		MNTLY	30 DAC
8. APP CODE		**11. AS OF DATE**	**13. DATE OF SUBSEQUENT SUBMISSION**
N/A	N/A		

16. REMARKS

The Contractor shall deliver the On-Site Labor Report no later than five (5) days after the end of each reporting month. The report must include as a minimum the following data:

Reporting Period:
Contract Number (and Order Number, if applicable):
Contract Value:
Current Funding:
Amount Expended in Current Period:
Total Expended to Date:
Date Submitted:

Labor (including subcontractors) - Show employee name, number of hours, and total amount billed for contractor employees working on-site at NRL. If the contractor employees worked on multiple tasks (as defined by the COR), the numbers of hours worked on each task must be shown separately.

14. DISTRIBUTION

a. ADDRESSEE	b. COPIES		
	Draft	Final	
		Reg	Repro
COR	0	1	0
AO CODE	0	1	0
15. TOTAL →			

17. PRICE GROUP

18. ESTIMATED TOTAL PRICE

G. PREPARED BY	H. DATE	I. APPROVED BY	J. DATE
NRL CODE 3030	April 24, 2002		

Personnel Qualifications

Experience with the technologies, software, hardware and business practices as described in the Statement of Work and Sample Task Order are highly desired. The following categories of support will be required to varying degrees over the life of the contract and are subject to change by mutual agreement between NRL and the contractor.

Program Manager

Experience: Requires a minimum of seven (7) years of information technology experience including a comprehensive knowledge of management information systems, networking, software engineering and system management. Five (5) of the seven (7) years must include significant experience in Oracle-based information systems. Must have at least three (3) years significant experience leading multi-disciplinary IT teams supporting Government business objectives. Must have demonstrated capabilities of leadership in technical areas, acting as a technical supervisor and project manager, performing analyses or studies, and enhancing or implementing large-scale management information systems in a Navy Working Capital Fund activity. Must have excellent interpersonal, communications, analytical and organizational skills. Must be experienced in both large-scale client/server and web environments. Experience in relational database and data warehouse design is highly desirable.

Software Engineer/Senior Software Engineer

Experience: Requires a minimum of two (2) years of general experience with state-of-the-art computer equipment, structured programming techniques, object programming techniques, and high-level computer languages. Experienced with client/server and Web-based development, Oracle database administration, including a variety of application and operating system software packages and CASE tools, which includes Oracle 8i, SQL, PL/SQL, Oracle Designer, Discover, and Developer. Additional experience required in software engineering, integration and configuration management. Must have good interpersonal, communications, and analytical skills. At a senior level, requires a minimum of five (5) years of experience, including significant experience as a programming team leader and knowledge of Navy Working Capital Fund information systems.

Systems Engineer/Senior Systems Engineer

Experience: Requires a minimum of two (2) years of general experience that includes knowledge of communications systems, UNIX/Linux systems administration and network architectures in a large-scale client/server and web environment. Requires experience in all phases of hardware architecture and systems integration. Must possess good interpersonal, communications, and

analytical skills. At a senior level requires a minimum of five (5) years of specialized experience in product evaluation, infrastructure design, systems integration, security/information assurance and management throughout the entire system life cycle.

Network Administrator/ Senior Network Administrator

Experience: Requires a minimum of two (2) years as a network administrator which includes experience in the design, development, maintenance and troubleshooting of computer networks. Must have in-depth knowledge of security tools, techniques, and procedures and experience in developing, monitoring, and reporting network performance metrics. Experience with the architecture, installation, operations, and maintenance of Windows NT and 2000 LAN systems, MS Exchange email at the Enterprise level, TCP/IP and NetBT, remote access (dial-up and VPN), and client server computing in a multi-vendor switched Ethernet environment is required). At a Senior level, requires a minimum of five (5) years of experience and must be capable of providing technical leadership in the integration and testing of complex large-scale computer networks.

Functional Analyst

Experience: Requires a minimum of four (4) years of general experience that includes the design, development and performance of functional analysis. Two (2) years must include specialized experience applying broad knowledge to complex requirements involving one or more of the following functional areas: quality assurance, business process reengineering, financial management, accounting, budgeting, supply operations, contracting support, security analyses, or data analyses. Must have good interpersonal, communications and analytical skills.

Software Support Specialist

Experience: Requires a minimum of two (2) years of general experience that includes knowledge of the elements of software support. Experience must include at least two of the following areas: technical and user documentation, CASE tools, end-user training, or general administrative support.