

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING <b>DO-C9</b>	PAGE OF <b>1   31</b> PAGES
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00173-02-R-RS02</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>23 JAN 2002</b>	6. REQUISITION/PURCHASE NO. <b>81-0601-02</b>
7. ISSUED BY Procuring Contracting Officer - Code 3235:RS Naval Research Laboratory - SSC Department of the Navy Stennis Space Center, MS 39529-5004			8. ADDRESS OFFER TO (If other than Item 7) <b>CODE N00173</b>		

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 1007, Rm 45, SSC, MS 39529-5004 until 3:30 local time 25 FEB 2002  
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME <b>RICHARD D. SEWELL</b>	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) <b>228-688-4571</b>
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	CALENDAR DAYS
	%	%	%	%
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NO. (Include area code)	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ( ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) <input type="checkbox"/> ITEM	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE

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

**B-1 SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>ITEM NUMBER</b>	<b>SUPPLIES OR SERVICES</b>	<b>QTY</b>	<b>UNIT</b>	<b>AMOUNT</b>
0001	The Contractor shall provide the labor effort in accordance with Section C at the rates set forth below:	1	LO	\$

<b>Categories of Labor</b>	<b>Maximum Hours</b>	<b>Loaded Labor Rates</b>
<b>Year One</b>		
Modelmaker	3000	_____
Electromechanical Specialist	1200	_____
<b>Year Two</b>		
Modelmaker	3000	_____
Electromechanical Specialist	1200	_____
<b>Year Three</b>		
Modelmaker	3000	_____
Electromechanical Specialist	1200	_____
<b>Year Four</b>		
Modelmaker	3000	_____
Electromechanical Specialist	1200	_____
<b>Year Five</b>		
Modelmaker	3000	_____
Electromechanical Specialist	1200	_____

0002	Materials (Not-To-Exceed)			\$ 600,000.00
0003	Reports, Drawings and Technical Data DD 1423, Contract Data Requirements List, Exhibit A	1	LOT	NSP

TOTAL DOLLAR AMOUNT FOR CLINs\*: \$

\*CONTRACT LINE ITEM NUMBER

**B-2 LOADED LABOR RATE**

The loaded labor rates set forth above shall include all allowances for wages, salaries, supervision, overhead, general and administrative expense, paid vacation, paid expenses (unless otherwise stated herein) and profit. No additional compensation will be paid for these items. The Contractor may fluctuate the anticipated level of effort in pursuit of the assigned technical objective provided the ceiling price is not exceeded. No guarantee as to the total amount of hours to be utilized is made by the Government.

**B-3 DIRECT MATERIALS AND HANDLING CHARGE RATE (G&A) ON MATERIAL COSTS**

The Contractor shall be reimbursed for the actual cost of materials purchased or materials withdrawn from the Contractor's store or warehouse (other than general office supplies) for the performance of work pursuant to the requirements set forth in individual delivery orders, less any cash or quantity discount earned, plus mark-up for handling charges without any mark-up for profit, in accordance with the FAR clause at 52.232-7 "Payments under Time and Materials and Labor Hour Contracts" with its Alternate I.

The Handling Charge rate to be applied on material actual cost shall not exceed the proposed rate of \_\_(\*)\_\_ percent. If no rate is proposed, no indirect rates shall be applied to or reimbursed on such costs.

(To Be Completed At Award)

**B-4 CEILING PRICE**

The ceiling price of the contract shall be the total of CLINs 0001 and 0002. The ceiling price for CLIN 0001 is calculated by multiplying the Loaded Labor Rates time the estimated hours specified in Section B for all years. The aggregated amount of all task orders and modifications thereto, issued hereunder, shall not exceed the ceiling price of \$ \_\_\_\_\_ (\*). \_\_\_\_\_.

(\* - To Be Completed At Award)

**B-5 MINIMUM AND MAXIMUM QUANTITIES**

As contemplated by the solicitation clause entitled "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of 12,000 direct labor hours.

The maximum quantity that the Government may order during the effective period of the contract is a research and development support requiring the contractor to provide a level of effort of 23,825 direct labor hours.

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

**B-6 CONTRACT COSTS**

This contract does not provide for any costs other than those set forth in Section B without consent of the Contracting Officer

**SECTION C**  
**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1** Items furnished under this contract shall comply with Attachment (1), Specifications 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** The specific work to be carried out shall be further described in orders issued under this contract.

**C-3 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>.

**SECTION D**  
**PACKAGING AND MARKING**

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

**SECTION E  
INSPECTION AND ACCEPTANCE**

**E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:**

**FAR CLAUSE    TITLE**

- 52.246-6        -    Inspection – Time and Materials and Labor Hour (MAY 2001)
- 52.246-16      -    Responsibility For Supplies (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, Pomonkey, MD 20646.

**SECTION F  
DELIVERIES OR PERFORMANCE**

**F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:**

**FAR CLAUSE    TITLE**

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

**F-2 DELIVERIES OR PERFORMANCE**

- (a)    The effective period of this contract during which delivery orders/task orders may be issued is from the date of contract award through a period of five (5) years.
- (b)    Each delivery order/task order shall specify the period of performance.
- (c)    All deliverables required under Contract Line Item (CLIN) 0003 under each order shall be shipped FOB Destination, to the Naval Research Laboratory, Pomonkey Facility, La Plata Maryland 20646, consigned to:

Contracting Officer's Representative  
Attn:        (\*)  
Contract Number: (\*)  
Delivery/Task Order Number: (\*)  
Building Number: (\*)  
Code:        (\*)  
7425 Bumpy Oak Road  
La Plata, Maryland 20646

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

- (d)    Each Task Order shall specify the place of performance.

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G-1 PROCURING OFFICE REPRESENTATIVE**

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

Contract Matters- \*

Security Matters- \*

Safety Matters- \*

Patent Matters- \*

Release of Data- \*

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

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

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

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

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

**G-3 NAPS 5252.232-9001 - SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)ALTERNATE II (DEC 1996)**

(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)(i) In accordance with DFARS 242-803(b)(i)(C), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

*(To be completed at time of award)*

A copy of every invoice shall also be provided to the individual listed at the address shown in Section G for the Contracting Officer Representative(COR).

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit invoices directly to paying offices. Upon receipt of such written notice, the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (I) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the addresses specified in the order.

(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 order. 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) Costs 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 CLINS/SLINS with more than once ACRN, an allocation ratio shall be established in the same ratio as the obligations cited in the accounting data so that costs are allocated on a proportional basis.

**G-4 INCREMENTAL FUNDING**

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

**TASK ORDER CEILING PRICE**

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

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

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

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

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

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

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

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

**G-5 ACCOUNTING AND APPROPRIATION DATA**

Each delivery order/task order will contain the accounting and appropriation data for payment under the contract.

**G-6 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER**

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

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H-1 TYPE OF CONTRACT**

(To be filled in at time of award)

**H-2 REPRESENTATIONS AND CERTIFICATIONS**

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

**H-3 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:

(To be filled in at time of award)

**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.

**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**

<u>FAR CLAUSE</u>	<u>TITLE</u>
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)
52.211-5	- Material Requirements (AUG 2000)
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)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (DEC 1998)
52.215-17	- Waiver Of Facilities Capital Cost Of Money(OCT 1997) ( <i>will be included if the successful offeror does not propose facilities capital cost of money</i> )
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 1997)
52.215-21	- Requirements For Cost And Pricing Data Or Information Other Than Cost Or Pricing Data - Modifications (OCT 1997) - Alternate IV (OCT 1997)
52.219-4	- Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 1999) <input type="checkbox"/> Offeror elects to waive the evaluation preference.
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)
52.222-3	- Convict Labor (AUG 1996)

- 52.222-4 - Contract Work Hours And Safety Standards Act-Overtime Compensation (SEP 2000)
- 52.222-19 - Child Labor – Cooperation With Authorities And Remedies (DEC 2001)
- 52.222-20 - Walsh-Healey Public Contracts Act (DEC 1996)
- 52.222-21 - Prohibition of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (FEB 1999)
  
- 52.222-35 - Affirmative Action For 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)
- 52.225-8 - Duty-Free Entry (FEB 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUL 2000)
- 52.227-1 - Authorization And Consent (JUL 1995)
- 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)*
  
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (JAN 1991)
- 52.229-5 - Taxes - Contracts Performed In U.S. Possessions Or Puerto Rico (APR 1984)
- 52.229-6 - Taxes - Foreign Fixed-Price Contracts (JAN 1991)
- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (MAR 2000)
- 52.232-8 - Discounts For Prompt Payment (MAY 1997)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
- 52.232-17 - Interest (JUN 1996)
- 52.232-18 - Availability Of Funds (APR 1984)
- 52.232-23 - Assignment Of Claims (JAN 1986)
- 52.232-25 - Prompt Payment (MAY 2001)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (MAY 1999)
- 52.233-1 - Disputes (DEC 1998)
- 52.233-3 - Protest After Award (AUG 1996)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - Continuity Of Services (JAN 1991)
- 52.237-10 - Identification of Uncompensated Overtime (OCT 1997)
- 52.242-13 - Bankruptcy (JUL 1995)
- 52.243-3 - Changes--Time-And-Materials Or Labor-Hours (SEP 2000)
- 52.244-2 - Subcontracts (AUG 1998) - Alternate I (AUG 1998)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.245-9 - Use And Charges (APR 1984)(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)  
(fill in Naval Research Laboratory)
- 52.248-1 - Value Engineering (FEB 2000)
- 52.249-2 - Termination For Convenience Of The Government (Fixed Price) (SEP 1996)
- 52.249-8 - Default (Fixed-Price Supply And Service) (APR 1984)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

**DFARS CLAUSE    TITLE**

- 252.201-7000 - Contracting Officer's Representative (DEC 1991)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (MAR 1999)
- 252.204-7000 - Disclosure Of Information (DEC 1991)
- 252.204-7002 - Payment For Subline Items Not Separately Priced (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)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (MAR 1998)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (DEC 1991)
- 252.225-7009 - Duty-Free Entry - Qualifying Country Supplies (End Products And Components) (AUG 2000)
- 252.225-7012 - Preference For Certain Domestic Commodities (AUG 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)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7034 - Patents--Subcontracts (APR 1984)
- 252.227-7036 - Certification 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)
- 252.232-7009 - Mandatory Payment By Governmentwide Commercial Purchase Card (JUL 2000)
- 252.242-7000 - Postaward Conference (DEC 1991)
  
- 252.243-7001 - Pricing Of Contract Modifications (DEC 1991)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DOD Contracts) (MAR 2000)
- 252.245-7001 - Reports Of Government Property (MAY 1994)
- 252.247-7023 - Transportation Of Supplies By Sea (MAR 2000)
- 252.247-7024 - Notification Of Transportation Of Supplies By Sea (MAR 2000) *(will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)*
- 252.251-7000 - 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 through.
- (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 , 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

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within 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 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

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

**SECTION J**

**LIST OF ATTACHMENTS**

- J-1** Attachment (1) - Specifications - 10 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 5 Pages.
- J-2** Attachment (2) – Personnel Qualifications – 6 Pages
- J-3** Attachment (3) - Accounting and Appropriation Data. 1 page

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

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

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

**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: 541710

The small business size standard is:500 Employees

**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>

<b>FAR CLAUSE</b>	<b>TITLE</b>
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)
52.215-16	- Facilities Capital Cost Of Money (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.  
 (b) Provide information described below: The Offeror shall provide information as required in Section L.11.C of this solicitation. Offerors should provide any information that will allow the Contracting Officer to determine that the proposed price is fair and reasonable.

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

The Government contemplates award of an Indefinite Delivery Indefinite Quantity Time-and-Materials contract.

**L-5 FAR 52.222-18 - CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2001)**

The fill-in information is as follows:

Listed End Product	Listed Countries of Origin

**L-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 Receptionist 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-RS02**  
**Closing Date:**  
**(As specified in Block 9, RFP face page)**  
**Attn: Code 3235:RDS**

(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.11.B VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL****GENERAL PROPOSAL CONTENT:**

Offerors are required to furnish an original and four copies of a detailed TECHNICAL PROPOSAL with sufficient detail to show compliance with the requirements stated in each subparagraph of Section C of this solicitation. Specific cost or pricing details shall be omitted from the Technical Proposal.

The technical proposal shall include any drawings, including schematic drawings, which will enable independent technical evaluation of the proposal.

The technical proposal shall clearly and concisely identify and discuss the Offeror's technical and managerial qualifications and approaches to accomplishing the requirements outlined in Section C.

The technical proposal shall be subdivided into a "Proposal Summary" section, a "Workforce Qualifications and Experience" section, a "Managerial Approach" section, a "Corporate Resources and Organizational Capabilities" section, and a "Corporate Past Performance Information" section in that order.

The technical proposal shall also contain responses to each of the individual requirements listed in Attachment 1, Attachment 2, and Attachment 3. Each response shall furnish the Government with sufficient detail to enable the technical evaluation panel to independently evaluate each response against the respective Government requirement as stated in Section C and Section M.

**L.11.B.1 PROPOSAL SUMMARY**

The proposal summary is an unevaluated requirement. The Offeror shall provide a concise summary, exclusive of cost information, of its proposal. This summary should be complete, stand on its own, and provide executive level reviewers with an understanding of the content of the proposal. The summary should summarize the highlights, plans and qualifications contained in the body of the technical proposal.

**L.11.B.2 WORK FORCE QUALIFICATION AND EXPERIENCE**

The Offeror shall document the experience, education, and other qualifications of all personnel proposed to accomplish the technical requirements stated in Section C of this solicitation. As a minimum, the Offeror shall provide the following information for each proposed individual: (a) name of proposed personnel; (b) proposed labor category, as designated in Attachment 2; (c) proposed Task areas of involvement, as identified in Attachment 1; (d) educational qualifications; (e) technical or managerial qualifications and experience as they relate to the Statement of Work and the Personnel requirements in Attachment 2; (f) length of experience; and (g) previous work history. Key Personnel shall be identified as such.

In addition to the requirements stated above, the Offeror shall (a) describe their plan to retain key personnel throughout the term of any resulting contract, (b) demonstrate their ability to attract

additional trained personnel, and (c) describe their strategy for and ability to respond to surges in effort.

### **L.11.B.3 MANAGERIAL APPROACH**

Pursuant to this requirement, the Offeror shall provide a managerial plan to demonstrate its capability to efficiently, effectively and economically plan, organize, manage, coordinate and control the work effort required under this solicitation. The Offeror's managerial plan shall address its approach for tracking milestones, costs, subcontractor efforts (if applicable) and deliverables. The Offeror's managerial plan shall also address its proposed internal procedures for assuring timely responses to the Government's research needs on any resulting contract.

### **L.11.B.4 CORPORATE RESOURCES AND ORGANIZATIONAL CAPABILITIES**

The Offeror shall describe and document those resources which the firm will make available to this project, including, but not limited to, (a) financial resources, (b) facilities and equipment, and (c) any other technical resources offered to meet the Government's requirements as stated in Section C of this solicitation.

The Offeror shall document the firm's experience on similar or related projects through narrative descriptions of these experiences. Prior and current program experience should be identified in these narratives by citing contract numbers, contracting agencies or firms, the COR's name and telephone number, the applicable period of performance, and a summary of the nature of the work. The narratives should show the clear relationship of previous work to the requirements of this project.

The Offeror shall demonstrate its capacity to routinely and rapidly respond to the requirements stated in Attachment 1 to this solicitation by providing specific examples drawn from the previous five years of operations.

### **L.11.B.5 CORPORATE PAST PERFORMANCE INFORMATION**

(i) 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 five contracts or subcontracts completed during the past three years for supplies or services similar in nature to this requirement. Include in the five any current contract or subcontracts for similar supplies/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 of 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

(ii) 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 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.

(iii) 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.11.C VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES

The Offeror shall submit a Cost/Pricing Proposal, which shall include such explanatory data as is necessary to establish that proposed costs are reasonable, allocable, appropriate and allowable pursuant to both Part 31 of the Federal Acquisition Regulation (FAR) and Part 231 of the Defense Federal Acquisition Regulation Supplement (DFARS). More specifically, the Cost/Pricing proposals shall provide the following information:

- (a)
  - (i) Labor to include categories of labor, individuals proposed within each category; hours proposed for each individual, and hourly rate for each individual;
  - (ii) Indirect or Overhead Rate(s);
  - (iii) Any Direct Materials proposed;
  - (iv) Any Other Direct Costs proposed;
  - (v) General and Administrative Rate(s);
  - (vi) Facilities Capital Cost of Money Rate(s);
  - (vii) Any other applicable rates;
  - (viii) Other supporting costs;
  - (ix) Fee

(b) Any information reasonably required to explain the Offeror's estimating process, including mathematical algorithms and judgmental factors used in formulating the estimate; and any contingency assumptions employed in arriving at the proposed price

(c) Consultants/Subcontractors: Offerors shall describe subcontracting arrangements proposed for completing the work required herein. Sub-Contractors shall be identified as well as the portion of the work to be subcontracted. Documents establishing a subcontracting relationship shall be submitted with the cost proposal. Offerors may arrange for proposed subcontractors to submit supporting cost data directly to the Government. Any such submission shall not be deemed to establish privity of contract between the Government and the proposed sub-contractor. With respect to Independent Contractors or Consultants, the Offeror shall document direct labor rates proposed by providing the Government with copies of either letters of intent or Consultant or Independent Contractor Agreements executed between the Offeror and the Independent Contractor. Offerors who intend to include subcontracted effort as part of their proposal are responsible for ensuring that complete information as described above is provided from each subcontractor as part of their response to this solicitation.

(d) Material: FOR PROPOSAL PURPOSES ONLY, Offerors will use the following estimates ( with applicable indirect costs added to the estimate) for required material. If subcontractors propose material costs, these must also be burdened and that burden added to the estimates.

(i) The "Material" estimate of \$120,000.00 for the base year and \$120,000.00 for each of the four option years includes those directly associated items which are expected to be incorporated into end products or expended during performance and minor direct equipment expense.

## **SECTION M EVALUATION FACTORS FOR AWARD**

### **M-1 EVALUATION**

Award will be made to that responsible 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 cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

### **M-2 EVALUATION FACTORS FOR AWARD**

Proposals received in response to this solicitation will be evaluated in accordance with the criteria stated in Sections L.11.B(2), L.11.B(3), L.11.B(4), and L.11.B(5), which together comprise the Technical Category; and Section L.11.(C), which comprises the Cost/Pricing category.

#### **M-2-1 – TECHNICAL CATEGORY**

The technical evaluation will consider the Offeror's overall approach to, understanding of, and capability to adequately perform and provide the requirements listed in the Statement of Work, as reflected in the Offeror's responses to the evaluation criteria listed in Sections L.11.B.2, L.11.B.3, L.11.B.4, and L.11.B.5. Technical scores will be based on evaluative determinations of whether the Offeror's proposal meets, does not meet, or, as proposed, is more advantageous than the Government's minimum requirements. Pursuant to FAR 15.306(c), proposals which are found to contain unrealistic technical or schedule terms, which fail to comply with the requirements stated in this RFP, or which are found to be unrealistically high or low in cost/price, may be significantly downgraded or removed from further consideration. Areas within the Offeror's technical proposal that are found to offer unique or innovative technical solutions or effort beyond the Government's anticipations as stated in Attachment 1 may receive maximum technical scores.

Evaluated Components within the Technical area include "Workforce Qualifications and Experience", "Managerial Approach", "Corporate Resources and Organizational Capabilities" and "Corporate Past Performance Information". Within the Technical category, the component "Workforce Qualifications and Experience" is weighted significantly higher than the components "Managerial Approach", "Corporate Resources and Organizational Capabilities", and "Corporate Past Performance Information", all of which are weighted equally

Past Performance – Past performance will be evaluated on the basis of quality of work performed, timeliness of performance, cost control, and business relations. The evaluation will be based on the information provided pursuant to Contract Section L.11.B.(6) and other sources, if available. Offerors that have no relevant performance history or for which past performance information is not available

will not be evaluated favorably or unfavorably on past performance. The Government may begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR 15.304(c)(3)(iii).

#### **M-2-2 COST TO THE GOVERNMENT**

Proposed estimated cost to the Government. The Government may adjust the proposed cost for purposes of evaluation based upon the findings of a cost realism analysis. Cost Realism means that the costs in an offeror's proposal represent the most-probable cost; are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the various elements of the offeror's technical proposal. The cost realism evaluation includes (a) an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates; (b) an analysis of costs proposed for travel, materials, consultants and subcontractors, facility capital cost of money, and fee; and (c) an evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

ATTACHMENT 1

DEVELOPMENT, INTEGRATION AND MAINTENANCE OF SPECIAL  
RESEARCH AND DEVELOPMENT EQUIPMENT AT THE POMONKEY  
FACILITY

STATEMENT OF WORK

1.0 BACKGROUND

The Naval Research Laboratory's (NRL) Pomonkey Research and Development Facility is a unique field laboratory and associated platforms located 25 miles south of the NRL main facility. Specifically, six miles south of the intersection of Maryland Route 224 and Bumpy Oak Road on Bumpy Oak Road in Charles County, near LaPlata Maryland. The site occupies approximately 58 acres and is owned by NRL. It contains the largest high-speed tracking antenna in the U.S.A. and is suitable for low Earth orbit as well as deep space mission requirements. Other precision tracking antennas are available with apertures ranging from 1 to 9 Meters. As a result of special designs, Pomonkey can support operations over a wide band of frequencies ranging from 50 to 18000 MHz.

The purpose of this Statement of Work (SOW) is to define the hardware development and technical efforts required at the Naval Research Laboratory (NRL), Pomonkey Facility. The requirements placed on this facility to execute new tasking and to increase the signal acquisition capability necessitate the

frequent addition or modification of equipment. The contractor shall provide effort in developing systems for operational readiness, as well as providing the technical efforts as set forth in this SOW.

## 2.0 REQUIREMENTS

The contractor shall provide both hardware development efforts and necessary hardware modifications efforts. The contractor shall provide efforts directed toward the execution of hardware modifications. The contractor shall assess, improve, and perform preventative maintenance tasks and procedures on the antenna systems and related support equipment. The contractor shall both recommend additional material, equipment, and improvements to the existing Systems, and recommend any changes to current equipment inventory that may be required to facilitate 24-hour continuous technical operations.

The contractor shall provide efforts associated with operational requirements for projects that use the 3-meter, 9-meter, and 30-meter Full Motion Large Aperture (FMLA) parabolic tracking antennas permanently located at the Pomonkey Facility. The Contractor shall also provide efforts associated with supporting three transportable systems with antennas ranging in size from 1-meter to 3-meters, including the equipment vans associated with each unit. Further, the Contractor may, at times be required to perform repair of special one-of-a-kind electronic systems designed by government scientists. The contractor shall perform the following tasks, outlined in Sections 2.1 through 2.4.

In support of the mission requirements, the contractor shall maintain a local machine shop, with capabilities for precision metal working, within 10 miles of the Pomonkey Facility or a 20-minute drive time to facilitate quick response for emergency repairs and modifications.

2.1 Special Microwave Feed and Transmission Line Fabrication, Assembly and Installation, and other system oriented equipment.

In order to meet the requirements of this section the contractor shall perform the following:

- A. Install, modify, and maintain precision waveguide components, waveguide runs, and line elements according to Deep Space Instrumentation Facility (DSIF) specifications and procedures.
- B. Assemble and install precision rigid and semi-rigid coaxial transmission line and connectors. The contractor shall follow procedures and dimensional tolerances for the assembly of precision coaxial transmission line and components to include the following: 3.5mm, precision Type N, APC 7, precision SOL semi-rigid, and precision EIA. These procedures shall be approved by the COR prior to implementation.
- C. Install and maintain dry air pressurization, and pressure distribution systems utilized in conjunction with waveguides and coaxial transmission lines.

- D. Measure the electrical characteristics of transmission lines. The contractor shall test the cables periodically to ensure that characteristics such as VSWR and Insertion Loss will meet the required specifications over the frequency range of 20 MHz to 20 Ghz. The contractor shall document the information in letterform in accordance with DD Form 1423, Contract Data Requirements List (CDRL).
  
- E. Machine components and fabricate special feed systems and subsystems. Since this will involve custom hardware, the contractor shall be capable of (i) machining parts to close tolerance (0.0005 inches), (ii) providing suitable materials, and (iii) providing personnel experienced in such installations.
  
- F. Installation and collimate feed horns and RF line elements at the focal point of all the antenna systems in order to obtain the highest efficiency and lowest possible noise temperature.

## 2.2 Fabrication, Modification, Installation and Testing of Position Controls and Fixtures

The contractor shall fabricate and install collimation mounts and fixtures on the 3-meter, 9-meter, 30-meter, and transportable antenna systems as required. Since this will involve custom hardware, the contractor shall be capable of machining parts to close tolerance, providing suitable materials, and

providing personnel experienced in such installations. In addition, the contractor shall design, fabricate, and install various types of control systems utilizing electromechanical devices, (e.g., relays, stepping motors, linear actuators, and other similar devices) in accordance with requirements set forth by the mission.

The contractor shall perform the following:

- A. Design and fabricate indexing feed mount fixtures, which will enable feed horns to be accurately positioned in the X, Y, and Z-axis. Rotation and positioning of feed horns at the focal point shall be by electromechanical control techniques.
- B. Install devices to control and/or indicate antenna travel limits, sector status, pedestal level, and other types of monitoring systems to improve antenna performance.
- C. Test, calibrate, and troubleshoot electronic/electrical instrumentation and controls. The Contractor shall periodically calibrate and/or repair one-of-a-kind pieces of equipment designed and fabricated by such vendors as Scientific Atlanta Inc., Vertex Communications Inc., and H.S. Allison Inc.
- D. The Contractor shall design, fabricate and install special components to permit control of and/or reporting of linear and rotational position of feed systems to the operator (s). The contractor shall test all feed positioning systems for proper operation after installation of any special components.

2.3 Modification and Improvement of the 3-meter, 9-meter, 30-meter, and transportable antenna system Instrumentation Facilities

The contractor shall prepare a written outline of the proposed changes to the 3, 9, 30 meter, and transportable system's instrumentation facilities necessary to implement the addition or modification of equipment for the COR's review in accordance with DD Form 1423, Contract Data Requirements List (CDRL). After approval by the COR, the contractor shall proceed with implementation of the modifications. Pursuant to this requirement, the contractor shall perform the following tasks:

- A. With the concurrence of the COR, design, fabricate, and install brackets, mounting fixtures, etc.; made of approved materials, install electronic equipment to withstand maximum accelerations encountered in orbital tracking of low earth satellites and decelerations as a result of emergency stops.
  
- B. Design, fabricate, and install custom metal railing, metal decking, metal ladders, stable platforms, etc.; as required to provide access to the facility for equipment modifications by test personnel. This work shall be performed on structures which may rise 135 feet above ground. The contractor shall provide and utilize OSHA approved safety equipment as required by government regulations. Much of this work requires the use of harnesses to support personnel as well as the ability of the person to rig equipment to be maneuvered to the final location manually.

- C. Install special control and signal cables to meet high-speed data communication requirements in support of the 3-meter, 9-meter, 30-meter and transportable antenna system's sensing and control system. The type of cables to be installed will vary from shielded multi-conductor copper control cables to single and multi-mode fiber-optic cables with modems. Cables shall be constructed and tested on site unless pre-terminated cables can be purchased that meet the required specifications.
  
- D. Relocate, reconfigure and recalibrate electronic data acquisition instrumentation to meet changing requirements in the operations facilities of the 3-meter, 9-meter, 30-meter and transportable antenna systems. The contractor shall supply all cabling required unless otherwise specified by the COR. The contractor shall maintain drawings and cable lists that reflect the current status of the equipment. The contractor shall document equipment performance and test results and submit this documentation to the COR in accordance with the CDRL.

#### 2.4 Maintenance Support for the Pomonkey Facility

- A. The contractor shall maintain a logbook of all special maintenance activities associated with the Pomonkey Facility. These logbooks shall (i) be maintained in accordance with accepted standards and procedures set forth by the Pomonkey Facility, and (ii) will be randomly reviewed for accuracy by the COR. Upon completion of the contract,

the Contractor shall provide the logbooks to the COR. A separate logbook is required for each of the following systems:

- B. 3-meter, 9-meter, 30-meter and transportable antenna systems: All preventative maintenance shall be performed on a timely basis (within plus or minus ten (10) days from the first of every month). This shall include following the recommended schedule from the antenna manufacturer. Currently, monthly, quarterly, semi-annual, and annual schedules are in place, which require lubrication, verification of gear box alignments, adjustment of brakes, testing of torque couplers, and calibration of the system. An annual requirement also exists pressure washing and painting of each system, as necessary. Painting shall be done in accordance with the antenna manufacturer specifications.
  
- C. The contractor shall provide devices to monitor the position and status of the antenna and its operating systems in order to maintain the safety of equipment and personnel. For example, antenna travel limits, sector indicators, pedestal level, and other types of monitoring systems as designated by the COR shall be added by the contractor to improve the antenna system.
  
- D. Any subsystems designed by the contractor for the Pomonkey Facility shall be completely documented and subject to the COR's review and approval. This shall include, but may not be limited to, a complete operational description, assembly drawings, parts list, and schematic diagrams. The contractor shall submit this documentation in accordance with the CDRL.

- E. The contractor shall perform tower maintenance on the 120 foot UHF tower using guidelines set forth in the Rohn Tower Systems Handbook.
  
- F. The contractor shall maintain, test and repair the fiber optic video system (CCTV) in accordance with standard fiber optic procedures and AT&T requirements to insure 24-hour continuous operation at the Pomonkey Facility.
  
- G. The contractor shall maintain the AT&T Merlin Legend telephone system in accordance with AT&T specifications. The site telephone/intercom system shall be maintained and tested periodically to verify 24-hour operation. This involves testing the mainframe and individual sets as well as modem and fax lines. The contractor shall interface with AT&T for verification of the T-1 lines on site.
  
- H. The contractor shall maintain numerous power back up systems manufactured by Generac Inc. These systems require periodic maintenance and testing to provide 24-hour operation.
  
- I. The contractor shall perform efforts to insure that operational readiness requirements are observed for each of the antenna systems and control facilities associated with the NRL Pomonkey Facility. Quick response capabilities from the contractor are a necessity in order to meet the level of effort requirements set forth by the sponsor for specific operations.

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NOTE: The Contractor shall be solely responsible for any and all Special training required for the satisfactory performance of the requirements specified in Tasks 2.1 through 2.4 above.











ATTACHMENT 2

PERSONNEL QUALIFICATIONS

**MODELMAKER**

**EDUCATION:** The Modelmaker shall, as a minimum, possess certification as a journeyman machinist and a High School diploma/GED

**EXPERIENCE:** The Modelmaker shall, as a minimum, possess ten years of demonstrable experience as a mechanical Modelmaker, designer, and fabricator using metal and wood, plus an additional six years of demonstrable experience as a machinist apprentice.

**KNOWLEDGE AND SKILLS:** The Modelmaker shall have a broad knowledge of mechanical, electromechanical and hydraulic principles as it concerns machinery and laboratory apparatus, maintenance and repair. Anticipated Work requires the ability to use the full variety of the regular and specially adapted tools of the machinist trade plus the ability to locate the source of defective operation or the cause of machinery or laboratory equipment breakdown and to use special skills to repair and maintain this equipment in the best working condition.

This Modelmaker shall be proficient in the use of the following equipment:

- Engine Lathe
- Turret Lathe
- Milling Machine
- Drill Press
- Planer
- Shaper
- Grinder
- Boring Mill, Horizontal and Vertical

#### REQUIREMENTS

The Modelmaker shall install, repair, adjust, test and maintain scientific equipment designed basically on mechanical principles. The Modelmaker shall use knowledge of machines, mechanical and hydraulic principles gained through work experience, or OJT, to locate sources of defective operation or causes of system errors. The Modelmaker shall disassemble equipment and repair or manufacture and replace defective machine parts. The Modelmaker shall overhaul various interrelated systems in complex machinery, such as power drive, transmissions, speed reduction or acceleration mechanisms. The Modelmaker shall repair and dynamically balance shafts and other rotating parts. In addition, the Modelmaker shall possess a thorough knowledge and demonstrable experience and proficiency in the following areas:

- fabrication of fixtures for mounting feed horns and in the installation and precision alignment of feed horns for

maximum efficiency as required by the statement of work.

- precision machining, wood working, cable installation, and general site work as required by the statement of work.

DUTIES: The Modelmaker shall be capable of working to a tolerance of 0.0005 inches.

PERSONNEL QUALIFICATIONS

**ELECTROMECHANICAL SPECIALIST**

**EDUCATION:** The Electromechanical Specialist (EMS) shall, as a minimum, possess certification from a four-year technical school and a High School diploma/GED plus

**EXPERIENCE:** The EMS shall, as a minimum, possess ten years of demonstrable experience as an electromechanical specialist, which shall include at least five years of demonstrable experience climbing towers or similar structures and using OSHA approved safety equipment at high elevations (up to 135 feet).

**KNOWLEDGE AND SKILLS:** The Electromechanical Specialist shall possess a broad knowledge of mechanical and electrical principles as it concerns antenna tracking systems and scientific microwave equipment, including the maintenance and repair of similar equipment. The EMS shall use a wide variety of electronic test equipment as well as mechanical measurement equipment to verify proper operation and test modifications of, or improvements to, the facility. In addition, the EMS shall (a) troubleshoot mechanical, electrical, and servo mechanisms to the component level to locate sources of defective operation or cause of breakdown of machinery

or laboratory equipment, and (b) use special skills to repair and maintain this equipment in the best working condition.

The proposed EMS shall be proficient in the use of the following equipment:

- Spectrum Analyzers
- Power Meters
- Function Generators
- Line Elements
- Time Domain Reflectometers
- Digital Volt Meters
- Servo Response Recorders
- Soldering/Desoldering Stations

## REQUIREMENTS

The Electromechanical Specialist shall install, repair, adjust, test and maintain scientific equipment designed on electromechanical principles such as: Microwave components (i.e. transmitters, waveguide, transmission lines), servo control systems, remote sensing systems and thermal systems, as well as, hydraulic, pneumatic, gear driven and thermal systems. The EMS shall use knowledge of electronics, as well as mechanical and hydraulic principles, gained through work experience, or OJT, to locate sources of defective operation or causes of system errors. The EMS shall disassemble equipment, repair or manufacture and replace defective machine parts, adjust and re-align gear trains, shafts, bearings, and similar parts, adjust clearances and resets any maladjustment on any mechanical device utilized in servo control systems. The EMS shall also be capable of precision microwave transmission line assembly and installation, as well as, troubleshooting of existing RF circuits. The EMS

shall use the standards set forth in the NASA Deep Space Network for the installation of all waveguide components. In addition, the Electromechanical Specialist shall possess a thorough knowledge and demonstrable experience and proficiency in the following areas:

- Maintenance and operation of servo drive systems utilized in elevation over azimuth tracking antenna pedestals.
- Design, fabrication, and installation of devices utilizing electromechanical components for control.
- The operation and maintenance of very large FMLA parabolic antenna systems such as Vertex Communication Systems Inc. Antenna Tracking Systems.
- The general operation and maintenance of Scientific-Atlanta Inc. full motion elevation over azimuth Antenna Tracking Systems.
- The assembly and installation of precision wave guide and coaxial cable assemblies as applied to Deep Space Instrumentation Facilities (DSIF) requirements specification DSIF-1007.
- Backup Generator Systems including installation, test and repair.
- AT&T telephone systems including installation, test and repair.

DUTIES: As indicated in the statement of work.

**ATTACHMENT 3**

**ACCOUNTING AND APPROPRIATION DATA**

**(EACH DELIVERY ORDER/TASK ORDER WILL CONTAIN THE  
ACCOUNTING AND APPROPRIATION DATA FOR PAYMENT UNDER THIS  
CONTRACT)**