

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING D0-C9	PAGE OF PAGES 1 25
2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-08-R-JS07	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/05/08	6. REQUISITION/PURCHASE NUMBER 33-3108-08	
7. ISSUED BY Contracting Officer Naval Research Laboratory Attn: Code 3220.JS Washington, D.C. 20375-5326		CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)		

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

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg. 222, Room 115 until 4:00 pm local time 07/08/08  
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Jamie Brown	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS jamie.brown@nrl.navy.mil
		AREA CODE 202	NUMBER 767	EXT. 4597

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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 <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER <small>(Type or print)</small>	
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.	17. SIGNATURE
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.				18. OFFER DATE

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

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) ) <input type="checkbox"/> 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7) CODE		25. PAYMENT WILL BE MADE BY CODE	
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <small>(Signature of Contracting Officer)</small>	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/SERVICES	ESTIMATED COST	FIXED FEE	ESTIMATED COST PLUS FIXED FEE
0001	The Contractor shall perform the work described in Section C.	\$	\$	\$
0002	Data in accordance with Exhibit A (DD 1423)	* NSP	* NSP	* NSP
<b>TOTAL ESTIMATED COST PLUS FIXED FEE</b>		\$	\$	\$

\* *Not Separately Priced*

**NOTICE TO OFFERORS:** In addition to inserting the estimated cost and fixed fee for the base year above, the estimated cost and fixed fee for each optional extension of the term of the contract are to be inserted in Section H.

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

**C-1 STATEMENT OF WORK**

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, Contract 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 01 June 2007 which are hereby incorporated by reference. The full text is available at <http://heron.nrl.navy.mil/contracts/13onsite.htm>

**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 (MAR 2008)

**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 PERIOD AND PLACE OF PERFORMANCE**

(a) The term of this contract is from date of contract award through twelve (12) months, with four options that will extend the period of performance for an additional twelve (12) months each, if exercised.

(b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Washington, D.C. 20375.

**F-3 PLACE OF DELIVERY - FOB DESTINATION**

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

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

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

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G-1 PROCURING OFFICE REPRESENTATIVE**

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

Security Matters- Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, email security-group@nrl.navy.mil

Safety Matters- Head Safety Branch, Code 3540, (202) 767-2232, DSN 297-2232, email safety@nrl.navy.mil

Patent Matters-Associate Counsel (Intellectual Property), Code 1008.2, (202) 404-1552, DSN 297-1552, email patents@nrl.navy.mil

Release of Data-Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email publicaffairs@nrl.navy.mil

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

\* @nrl.navy.mil is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. 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 the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

( \* To be completed at time of award)

**G-3 TECHNICAL DIRECTION MEMORANDUM (TDM)**

- (a) 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 describes work which will accomplish the objectives described in the statement of work;
  - (2) Guidelines to the Contractor, which assist in interpretation of drawings, specifications or technical portions of, work description.
- (b) Technical instructions must be within the scope of work stated in the contract. Technical instructions 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 TDM shall be written by the Contracting Officer's Representative (COR), with the original given to the Contractor and a copy retained in the CORs file. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a TDM must follow within two (2) working days from the date of the oral direction. Amendments, corrections, or changes to TDMs shall also be in written format and shall include all the information set forth in paragraph (e) below.
- (d) A TDM shall be considered issued when the Government deposits it in the mail, or if transmitted by other means, when it is physically delivered to the contractor.
- (e) TDMs shall include, but not be limited to, the following information:
- (1) Date of TDM,
  - (2) Contract Number,
  - (3) Reference to the relevant portion or item in the Statement of Work,
  - (4) The specific technical direction or clarification, and
  - (5) The signature of the COR.
- (f) CORs shall retain all files containing TDMs for a period of two (2) years after the final contract completion date.

(g) The only individual authorized in any way to 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 (10) working days after its receipt.

**G-4 INCREMENTAL FUNDING**

Pursuant to the Limitation of Funds clause (FAR 52.232-22), the total amount allotted to this contract is \$\* and it is estimated that this amount is sufficient for contract performance through \* .  
 (\*this provision will be included and completed at time of award, if applicable)

**G-5 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

If there is more than one ACRN within a contract line item, the payment office will make payment using the ACRN(s) cited on the contractor’s invoice.

**G-6 PAYMENT AND VOUCHER INSTRUCTIONS**

In accordance with the contract clause, *Electronic Submission of Payment Requests and Receiving Reports* (DFARS 252.232-7003), the contractor must submit requests for payment electronically in the Wide Area Workflow (WAWF). It may be accessed at its homepage <https://wawf.eb.mil/>. If the contractor has not registered with WAWF, instructions for doing so may be accessed at: <https://wawf.eb.mil/vreg.htm> . The designated Electronic Business (EB) point of contact in the Central Contractor Registration (CCR) is the person responsible for activating the company’s CAGE code in WAWF by calling 1-866-618-5988.

The following information is applicable to vouchers submitted under this contract using WAWF:

Under "Create New Document" select "Cost Voucher". When you enter the contract number, some of the other fields in the document may fill out automatically.

Use the appropriate Item Number stated in Section B of the contract (e.g., 0001, 0002 or 0001AA, 0001AB, etc).

If the contract contains multiple accounting classification reference numbers (ACRNs), the ACRN(s) from which payment is to be made must be cited on the voucher. If more than one ACRN is cited, the voucher must indicate the amounts to be paid from each. Information may be obtained from the COR to assist the contractor in determining the appropriate ACRNs from which payment is to be made.

<b>ROUTING TABLE</b>	
<b>DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF</b>	
Document Type	Cost Voucher
Contract Number	N00173-08-
Issued By DoDAAC	N00173
Admin By DoDAAC	
Pay DoDAAC	

LPO	N00173
Ship To DoDAAC	N00173 Extension
Service Acceptor	N00173 Extension
DCAA Auditor DoDAAC	
CAGE Code	

**IMPORTANT:** When submitting vouchers using WAWF, utilize the “**Send More Email Notifications**” function in WAWF. This additional notification is important to ensure the Government Acceptor is aware that the invoice documents have been submitted into the WAWF system.

<b>Send More Email Notifications</b>	
Acceptor email	@nrl.navy.mil

Pursuant to DFARS 242.803(b)(i)(c), if the cognizant Government auditor has notified the contractor of its authorization to do so, the contractor may submit vouchers under this contract direct to the payment office. Such authorization does not extend to the first and final vouchers.

For assistance with the WAWF system, you may contact the Navy WAWF Assistance Line : 1-800-559-WAWF(9293).

## 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 thirty (30) days in advance (sixty (60) 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 completed at time of award)*

Labor Category	First/M/Last Name
Principal Consultant	
Senior Software Engineer (6)	
Senior Systems Engineers (2)	
Senior Network Administrators (2)	

**H-3 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88)**

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for performance of this contract shall be 43,700 total hours of direct labor for the Basic award, 43,700 for each of the four Option Years, if exercised, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in paragraph (k) below.

(b) The level of effort for this contract shall be expended at an average rate of 3,642 hours per month. It is understood and agreed that the rate of hours per 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 contract.

(c) The Contractor is required to notify the Contracting Officer when any of the following situations occur, or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

(d) If, during the term of the contract, the Contractor finds it necessary to accelerate the expenditure of direct labor 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 hereof. 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 then 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 contract modification.

(e) The Contracting Officer may, by written order, direct the Contractor to accelerate the

expenditure of direct labor such that the total hours of effort specified in paragraph (a) above 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 five days of receipt.

(f) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the term of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

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

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 paragraph (a) shall have been expended, at no increase in the fixed fee of this contract.

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

(h) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph (a) above, 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 required in paragraph (a) above.

(i) It is understood that the mix of labor categories provided by the Contractor under the contract, 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 clauses as incorporated herein applies to this contract.

(k) The anticipated breakdown by labor category of the total level of effort is as follows:

<u>Labor Category</u>	<u>Labor Hours</u> <u>Basic Award and each</u> <u>Option, if exercised</u>
Principal Consultant	1,900
Software Engineer	9,500
Senior Software Engineer	11,400
Senior Systems Engineer	3,800
Network Administrator	3,800
Senior Network Administrator	3,800
Functional Analyst	5,700
HW/SW Support Specialist	3,800
<b>TOTAL</b>	<b>43,700</b>

**H-4 ONR 5252.235-9714 - REPORT PREPARATION (JUL 2005)**

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005, Scientific and Technical Reports: Elements, Organization, and Design.

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html> . NISO standards can also be purchased in hardcopy form

from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

#### **H-5 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-6 OPTION TO EXTEND THE TERM OF THE CONTRACT**

This contract shall be renewable at the unilateral option of the Government by the Contracting Officer giving written notice of renewal to the Contractor within the existing term of the contract. The Government may exercise its option to renew the contract a total of four (4) times and each such renewal shall extend the term of the contract by twelve (12) months. The Contractor agrees that performance under each such renewal shall be accomplished in accordance with all of the terms and conditions of this contract and at the estimated cost and fixed fee set forth below:

##### **First Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

##### **Second Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

##### **Third Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

##### **Fourth Option**

Estimated Cost:	\$
Fixed Fee:	\$
Estimated Cost Plus Fixed Fee:	\$

## H-7 ORGANIZATIONAL CONFLICT OF INTEREST

### (a) Definitions

Organizational Conflict of Interest (OCI): FAR Part 2.1 defines “Organizational Conflict of Interest” as a situation in which: “...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.” For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, consultants, or subcontractors, hereinafter referred to as “Contractor”) and another in which the underlying interests of the contractor and the other party, directly or indirectly (1) may influence, affect or diminish the contractor’s ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to or for the Government, or (2) may result in an unfair competitive advantage.

### (b) Purpose

The purpose of this provision is to ensure that the Contractor (1) is able to give the Government impartial, technically sound, objective assistance, conclusions, advice or recommendations in its performance of this contract and (2) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract.

### (c) Scope

The requirements described herein shall apply to performance or participation by the Contractor, any of its affiliate organizations or their successors in interest (hereinafter referred to collectively as “Contractor”) in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venturer, consultant, or in any similar capacity. The financial, contractual, organizational and other interests of Contractor personnel performing work under this contract shall be deemed to be the interests of the Contractor for the purposes of determining the existence of an Organizational Conflict of Interest.

### (d) Requirements

(1) The contractor may be required to evaluate software and hardware and make recommendations to the Government.

(A) The Contractor warrants that, to the best of its knowledge and belief, it does not have any organizational conflict of interest, as defined in paragraph (a) above.

(B) The Contractor agrees that if during the performance of this contract, it discovers a potential or actual organizational conflict of interest with respect to this contract; it shall make an immediate and full disclosure in writing to the Procuring Contracting Officer (PCO). This disclosure must include a description of the actions which the contractor has taken or proposes to take to eliminate, avoid, or neutralize the conflict(s).

(2) The contractor may have access to government information technology (IT) systems that contain sensitive information including, but not limited to, other organizations' proprietary information, Government procurement sensitive information, source selection information (see Federal Acquisition Regulation 2.101, 3.104-4 and 9.505-4), personally identifiable information subject to the Privacy Act of 1974, and information designated For Official Use Only.

(A) The Contractor agrees that such information will be accessed only to the extent necessary to perform the contract and that such information will be used by the Contractor only in the performance of the contract.

(B) The Contractor agrees that all its personnel having access to such information will be required to sign at least once a year a nondisclosure statement substantially as Attachment (3) to this contract and provide the signed nondisclosure statement to the COR.

(e) Government Remedy

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this organizational conflicts of interest clause shall constitute a material and substantial breach of the terms, conditions and provisions of this contract and the government may, in addition to any other remedies available, terminate this contract for default.

**PART II - CONTRACT CLAUSES**  
**SECTION I**  
**CONTRACT CLAUSES**

**I-1 FAR 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.acqnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

**a. FEDERAL ACQUISITION REGULATION CLAUSES**

**FAR CLAUSE    TITLE**

52.202-1    -    Definitions (JUL 2004)  
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 (SEP 2006)
- 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 (SEP 2007)
- 52.203-13 - Contractor Code Of Business Ethics And Conduct (DEC 2007)
- 52.203-14 - Display Of Hot-line Poster(s) (DEC 2007)
- 52.204-4 - Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
- 52.204-7 - Central Contractor Registration (APR 2008)
- 52.204-9 - Personal Identity Verification Of Contractor Personnel (SEP 2007)
- 52.204-10 - Reporting Subcontract Awards (SEPT 2007)
- 52.209-6 - Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (SEP 2006)
- 52.211-15 - Defense Priority And Allocation Requirements (APR 2008)
- 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 Reversions (OCT 2004)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)
- 52.215-19 - Notification Of Ownership Changes (OCT 1997)
- 52.215-21 - Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications (OCT 1997)
- 52.216-7 - Allowable Cost And Payment (DEC 2002) (fill in 30th)
- 52.216-8 - Fixed-Fee (MAR 1997)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005)  Offeror elects to waive the evaluation preference.
- 52.219-6 - Notice Of Total Small-Business Set-Aside (JUN 2003)
- 52.219-8 - Utilization Of Small Business Concerns (MAY 2004)
- 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 (JUN 2003)
- 52.222-21 - Prohibition Of Segregated Facilities (FEB 1999)
- 52.222-26 - Equal Opportunity (MAR 2007)
- 52.222-35 - Equal Opportunity For Special Disabled Veterans, Veterans Of The Vietnam Era, And Other Eligible Veterans (SEP 2006)
- 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 (SEP 2006)
- 52.222-39 - Notification Of Employee Rights Concerning Payment Of Union Dues Or Fees (DEC 2004)
- 52.222-50 - Combating Trafficking In Persons (AUG 2007)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)

- 52.223-5 - Pollution Prevention And Right-To-Know Information (AUG 2003)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (AUG 2000)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2006)
- 52.227-1 - Authorization And Consent (DEC 2007)- Alternate I (APR 1984)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
- 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
- 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 (OCT 2003)
- 52.232-33 - Payment By Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
- 52.233-1 - Disputes (JUL 2002)
- 52.233-3 - Protest After Award (AUG 1996) - Alternate I (JUN 1985)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 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 (JUN 2007) - Alternate I (JUN 2007)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAR 2007)
- 52.246-23 - Limitation Of Liability (FEB 1997)
- 52.247-1 - Commercial Bill Of Lading Notations (FEB 2006)
- 52.247-63 - Preference For U. S. Flag Air Carriers (JUN 2003)
- 52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)
- 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)

**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 (DEC 2004)
- 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 - Alternate A Central Contractor Registration (SEP 2007)
- 252.205-7000 - Provision Of Information To Cooperative Agreement Holders (DEC 1991)

- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (DEC 2006)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (DEC 2006)
- 252.215-7004 - Excessive Pass-Through Charges (APR 2007)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7004 - Report Of Intended Performance Outside The United States And Canada- Submission After Award (MAY 2007)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States (MAY 2007)
- 252.225-7012 - Preference For Certain Domestic Commodities (MAR 2008)
- 252.225-7013 - Duty Free Entry (OCT 2006)
- 252.225-7031 - Secondary Arab Boycott Of Israel (JUN 2005)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (JAN 2007)
- 252.247-7023 - Transportation Of Supplies By Sea (MAY 2002)
- 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 (NOV 2004)

**I-2 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUNE 2007)**

(a) Definitions. As used in this clause—

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the exercise date specified in the contract for any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at

<http://www.sba.gov/services/contractingopportunities/sizestandardsttopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the rerepresentation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure they reflect current status. The Contractor shall notify the contracting office by e-mail, or otherwise in writing, that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it  is,  is not a small business concern under NAICS Code \_\_\_\_\_ assigned to contract number \_\_\_\_\_.

*[Contractor to sign and date and insert authorized signer's name and title].*

### **I-3 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).*

**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, 3 Pages.
- J-3** Attachment (3) – Non-Disclosure Agreement, 1 Page.
- J-4** Attachment (4) – 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**

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications via the Online Representations and Certifications Application (ORCA) at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) at <http://www.ccr.gov> database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must complete the additional contract specific representations and certifications below:

**K-2 FAR 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2006)**

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is see Section K-3 [*insert NAICS code*].

(2) The small business size standard is see Section K-3 [*insert size standard*].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (c) applies.

(ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These

amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR CLAUSE #	TITLE	DATE	CHANGE

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

**K-3 FAR 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)**

The fill in information is as follows:

- (a) (1) The NAICS code for this acquisition is 541511.
- (2) The small business size standard is \$23,000,000.

**K-4 FAR 52.230-7 PROPOSAL DISCLOSURE—COST ACCOUNTING PRACTICE CHANGES (APR 2005)**

The offeror shall check “yes” below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

[ ] Yes [ ] No

If the offeror checked “Yes” above, the offeror shall—

- (1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and
- (2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

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

**L-1 FAR 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://heron.nrl.navy.mil/contracts/home.htm>

**FAR CLAUSE TITLE**

- 52.204-6 - Data Universal Numbering System (DUNS) Number (APR 2008)  
 52.215-1 - Instructions To Offerors- Competitive Acquisition (JAN 2004)  
 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 Jamie.brown@nrl.navy.mil (primary) or jan.bays@nrl.navy.mil (alternate) in either Microsoft Word (2000 or earlier) or pdf format.  
 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)  
 52.222-24 - Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999)  
 52.237-10 - Identification Of Uncompensated Overtime (OCT 1997)

**DFAR CLAUSE TITLE**

- 252.209-7001- Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (OCT 2006)  
 252.215-7003 - Excessive Pass-Through Charges—Identification Of Subcontract Effort (APR 2008)  
 252.225-7003 -Report Of Intended Performance Outside The United States And Canada – Submission With Offer (DEC 2006)

**L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors- Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or delivery services shall be addressed:

**Contracting Officer, ATTN: Code 3220.JS**

**RFP No. N00173-08-R-JS07**

**Closing Date: July 8, 2008**

**Time: 4:00 p.m.,  
local time**

**Naval Research Laboratory  
4555 Overlook Avenue, S.W.  
Washington, D.C. 20375**

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/content.php?P=PLANNINGVISIT>.

If facsimile proposals are authorized, contracting officers may request offeror(s) to provide the complete; original signed proposal at a later date.

**L-3 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

Any contract awarded as a result of this solicitation will be  DX rated order;  DO rated order certified for national defense, emergency preparedness, and energy program 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-4 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 in Section L-10.

**L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of a Cost-Plus-Fixed-Fee term type contract resulting from this solicitation.

**L-6 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)**

(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 Government Accountability 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 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the contact location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

**L-8 PROPOSAL ORGANIZATION**

(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 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-9 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL**

## REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(1) The offeror must propose the labor categories in accordance with the Level of Effort Breakdown in Section H. If the offeror uses labor category terminology other than that used in Section H, the offer must provide a matrix clearly relating their proposed labor categories to those stated.

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

**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.

**CORPORATE EXPERIENCE/MANAGEMENT PLAN**

Identify corporate experience and 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.

**PAST PERFORMANCE INFORMATION**

(a) Offerors shall submit the following information as part of their proposal. (*Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.*) List the last 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-10 VOLUME II - BUSINESS PROPOSAL**

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

### **(1) COST PROPOSAL**

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.

### **L-11 MULTIPLE AWARDS**

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

### **L-12 TRAVEL AND MATERIAL ESTIMATES - FOR EVALUATION PURPOSES ONLY**

The travel and material set forth below must be included in each offeror's cost proposal. During the term of the contract, the contractor will be reimbursed actual and verifiable travel and material expenses.

- a) The Government estimates the travel costs for this effort to be \$8,000.00 per year.
- b) The Government estimates the material costs for this effort to be \$6,000.00 per year.
- c) The travel and material estimates are direct costs and the offeror should add applicable indirect costs, if any.

## 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. The 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 cost considerations become. The Technical and Cost factors are each more important than the Small Business Participation factor.

### 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 subfactors are listed in descending order of importance, with subfactor (1) being worth substantially more than subfactors (2) and (3).

#### M-2-1. TECHNICAL

##### (1) PERSONNEL QUALIFICATIONS

The proposed personnel will be evaluated on the degree to which they meet or exceed the desired qualifications stated in the personnel qualifications and the relevancy of their experience to the statement of work. Personnel proposed for all labor categories will be evaluated with more emphasis given to the proposed key personnel.

##### (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 various elements of the offeror's technical proposal. The cost realism evaluation includes an analysis of the adequacy of the hours, labor mix, and other direct costs to perform the work as proposed in the technical proposal as well as the proposed labor and indirect rates. It also includes evaluation of the likelihood that the risks inherent in the offeror's technical approach will result in higher actual costs than anticipated.

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

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

## **Statement of Work**

### **1 Introduction**

The Naval Research Laboratory (NRL) requires Information Technology (IT) and functional business analysis support services to maintain NRL management information 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 and hazardous materials 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**

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 Linux 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 Hewlett Packard Alpha servers running OpenVMS and Intel-based application servers running Windows and Linux.
- A TCP/IP-based communications network.
- A Windows Active Directory 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 Linux 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.

#### Software Engineering Approach

The contractor shall define a software engineering approach appropriate for the operation and maintenance of Navy business applications. This approach shall be documented in a Software Maintenance and Operation Plan and the contractor shall follow this plan for all computer software maintained under this effort. This plan shall be evaluated by its' anticipated level of success in producing software:

- By an agreed upon deadline
- That is adaptable, scalable and with a reasonable life expectancy
- That has few errors and few usage or deployment problems
- Which can be efficiently maintained

### **3.3 Systems Documentation, User Training and Support**

Infrastructure, database and user documentation shall be developed as necessary. Contractor shall train functional users and government IT staff as required. The contractor shall assist with application-related problems and be responsible for responding to user requests, analyzing the situation or problem, determining alternative solutions and reporting their findings appropriately.



## Personnel Qualifications

Experience with the technologies, software, hardware and business practices as described in the Statement of Work 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.

### **Principal Consultant**

**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 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**

**Experience:** Requires a minimum of two (2) years of general experience with state-of-the-art computer equipment, structured programming techniques, object-oriented programming techniques, and high-level computer languages. Experienced with client/server and web-based development, Oracle database administration, a variety of application and operating system software packages and CASE tools, which includes Oracle 10g, SQL, PL/SQL, Oracle Designer, Discoverer 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**

**Experience:** Requires a minimum of two (2) years of general experience that includes knowledge of communications systems, Linux and Windows 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, particularly the configuration, management and maintenance of an enterprise level backup solution (hardware and software) and storage area network environment. By December, 2009 must attain Information Assurance Workforce required certifications (at Information Assurance Technical Level I) as directed by DoD Directive (and Manual) 8570.01-M and thereafter maintain said certifications. 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**

**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 implementing, configuring and monitoring of security and network tools. Experience with the architecture, installation, operations, and maintenance of Windows active directory, MS Exchange at the Enterprise level, e-mail filtering at a hardware and software level, certificate based authentication including CAC hardware and software, remote access (dial-up and VPN), and client/server computing in a multi-vendor switched Ethernet environment is required. By December, 2009 must attain Information Assurance Workforce required certifications (at Information Assurance Technical Level I) as directed by DoD Directive (and Manual) 8570.01-M and thereafter maintain said certifications. 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 (preferably in a Navy Working Capital Fund environment): 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.

**Hardware/Software Support Specialist**

**Experience:** Requires a minimum of two (2) years of general experience that includes knowledge of the elements of hardware or software support. Experience must include at least two of the following areas: technical and user documentation, CASE tools, end-user training, network help-desk support or general administrative support. Must have good interpersonal and communications skills.

**NON-DISCLOSURE AGREEMENT**

I certify that I will make no unauthorized disclosure or release of any Government proprietary information. I certify that I am familiar with the requirements for protecting Proprietary Information belonging to another contractor as stipulated in the Federal Acquisition Regulation (FAR), Part 9.505 and the Procurement Integrity Act. I will not discuss with, or reveal to, any representative of any business organization, including \_\_\_\_\_ (*insert company name*), or other entity, or any individual person either within or without the United States Government, any information which involves the design, testing, or data generation to which I may become privy as a result of providing services to the Naval Research Laboratory in the performance of NRL's contract number \_\_\_\_\_ (*insert contract number*) except with the express written consent of the Contracting Officer. Further, I agree not to divulge any information belonging to another contractor, or any Government information.

I recognize the need for strict confidentiality in the data that I will be exposed to and acknowledge that unauthorized release of this information may result in the termination of any further services at the Naval Research Laboratory. Furthermore, unauthorized release of any information may result in my being liable for any damages as a result of the unauthorized disclosure.

In the event I release any of the information described herein, I will advise the Technical Manager(TM) or the Contracting Officer Representative (COR) of the contract of the disclosure as soon as practicable. That advice will identify the business organization, entity, or individual person to whom the information was divulged and the content of that information.

I understand that, should I leave \_\_\_\_\_ (*insert company name*) during the performance of this contract, I have a continuing obligation not to disclose Proprietary Information obtained thereunder.

I understand that my supervisor will monitor my compliance with this nondisclosure agreement.

\_\_\_\_\_  
EMPLOYEE SIGNATURE

\_\_\_\_\_  
NAME (Print)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SUPERVISOR SIGNATURE

\_\_\_\_\_  
NAME (Print)

\_\_\_\_\_  
DATE