

2. CONTRACT NUMBER	3. SOLICITATION NUMBER N00173-08-R-KK02	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 18 JUN 08	6. REQUISITION/PURCHASE NUMBER
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7. ISSUED BY Naval Research Laboratory Code 3220.KK 4555 Overlook Ave. SW Washington, D.C. 20375-5326	CODE N00173	8. ADDRESS OFFER TO (If other than Item 7)
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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 p.m. local time 21 JUL 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	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	

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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)	<input checked="" type="checkbox"/> 10 CALENDAR DAYS (%)	<input type="checkbox"/> 20 CALENDAR DAYS (%)	<input type="checkbox"/> 30 CALENDAR DAYS (%)	<input type="checkbox"/> CALENDAR DAYS (%)
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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)
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15B. TELEPHONE NUMBER	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE NUMBER EXT.	<input type="checkbox"/>		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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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 checked="" type="checkbox"/> ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE
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**PART I - THE SCHEDULE
SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS**

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

**ITEM SUPPLIES OR SERVICES
NUMBER**

		QTY	UNIT PRICE	MAXIMUM NOT TO EXCEED AMOUNT
0001	The contractor shall provide routine and emergency maintenance and major/minor modifications for the Advanced Multi Function RF Concept and Multi Function Electronic Warfare (AMRFC/MFEW) components and the MFEW facility in accordance with the Statement of Work, Attachment No.1.	1	LOT	\$300,000

These services shall be provided on a time and material basis utilizing the following labor categories and the following loaded labor rates:

	Year 1 rate
Supervisor Rate	\$
Mechanic – Regular Time Rate	\$
Mechanic – Overtime Rate	\$
Welder – Regular Time Rate	\$
Welder – Overtime Rate	\$
Electrical Technician – Regular Time Rate	\$
Electrical Technician – Overtime Rate	\$
Coatings Mechanic – Regular Time Rate	\$
Coatings Mechanic – Overtime Rate	\$
Equipment Operator – Regular Time Rate	\$
Equipment Operator – Overtime Rate	\$
Quality Assurance – Regular Time Rate	\$
Financial Support – Regular Time Rate	\$
Machinist – Regular Time Rate.....	\$
Machinist – Overtime	\$
Engineer –Regular Time	\$

0002 Materials in Support of CLIN 0001

*NSP

*NSP

TOTAL NOT TO EXCEED \$300,000
 (CLINS 0001 and 0002)

FIRST OPTION YEAR – YEAR 2

0003 The contractor shall provide routine and emergency maintenance and major/minor modifications for the Advanced Multi Function RF Concept and Multi Function Electronic Warfare (AMRFC/MFEW) components and the MFEW facility in accordance with the Statement of Work, Attachment No.1. 1 LOT \$300,000

These services shall be provided on a time and material basis utilizing the following labor categories and the following loaded labor rates:

	Year 2 rate
Supervisor Rate	\$
Mechanic – Regular Time Rate	\$
Mechanic – Overtime Rate	\$
Welder – Regular Time Rate	\$
Welder – Overtime Rate	\$
Electrical Technician – Regular Time Rate	\$
Electrical Technician – Overtime Rate	\$
Coatings Mechanic – Regular Time Rate	\$
Coatings Mechanic – Overtime Rate	\$
Equipment Operator – Regular Time Rate	\$
Equipment Operator – Overtime Rate	\$
Quality Assurance – Regular Time Rate	\$
Financial Support – Regular Time Rate	\$
Machinist – Regular Time Rate.....	\$
Machinist – Overtime	\$
Engineer –Regular Time	\$

0004 Materials in Support of CLIN 0003 **NSP **NSP

TOTAL NOT TO EXCEED \$300,000
 (CLINS 0003 and 0004)

SECOND OPTION YEAR – YEAR 3

0005 The contractor shall provide routine and emergency maintenance and major/minor modifications for the Advanced Multi Function RF Concept and Multi Function Electronic Warfare (AMRFC/MFEW) components and the MFEW facility in accordance with the Statement of Work, Attachment No.1. 1 LOT \$300,000

These services shall be provided on a time and material basis utilizing the following labor categories and the following loaded labor rates:

	Year 3 rate
Supervisor Rate	\$
Mechanic – Regular Time Rate	\$
Mechanic – Overtime Rate	\$
Welder – Regular Time Rate	\$
Welder – Overtime Rate	\$
Electrical Technician – Regular Time Rate	\$
Electrical Technician – Overtime Rate	\$
Coatings Mechanic – Regular Time Rate	\$
Coatings Mechanic – Overtime Rate	\$
Equipment Operator – Regular Time Rate	\$
Equipment Operator – Overtime Rate	\$
Quality Assurance – Regular Time Rate	\$
Financial Support – Regular Time Rate	\$
Machinist – Regular Time Rate.....	\$
Machinist – Overtime	\$
Engineer –Regular Time	\$

0006 Materials in Support of CLIN 0005 **NSP **NSP

TOTAL NOT TO EXCEED \$300,000
(CLINS 0005 and 0006)

0007 Reports and Data in accordance with the Contracts Data Requirements List, Exhibit A (for the base year and the first and second option years, if exercised) 1 LOT **NSP **NSP

*CONTRACT LINE ITEM NUMBER
** NOT SEPARATELY PRICED

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 REQUIREMENTS FOR ON-SITE CONTRACTORS

For those portions of the work under this contract performed at any NRL site, the contractor shall comply with the Requirements for On-Site Contractors dated 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 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-Material And Labor-Hour (MAY 2001)
52.246-16 - Responsibility For Supplies (APR 1984)

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, Chesapeake Bay Detachment, Chesapeake Beach, Md. 20732.

SECTION F
DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>
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 period of performance under this contract shall be from the date of contract award through one year thereafter. Each option, if exercised, shall extend the period of performance for an additional year from the date of the exercise of the option.

(b) The principal place of performance of this contract shall be at the Naval Research Laboratory, Chesapeake Bay Detachment, 5813 Bayside Road, Chesapeake Beach, Md. 20732.

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
Chesapeake Bay Detachment
5813 Bayside Road
Chesapeake Beach, Md. 20732
301-257-4002
Contract Number *
ATTN: *
CODE: *
LOCATION: *

(* 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 PAYMENT AND VOUCHER INSTRUCTIONS

In accordance with the contract clause, *Electronic Submission of Payment Requests* (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.

ROUTING TABLE	
DATA REQUIRED FOR SUBMISSION OF INVOICE TO WAWF	
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	
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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.

Send More Email Notifications	
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).

G-3 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-4 CONTRACT CEILING PRICE

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

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

- (c) The Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor will not be obligated to continue work beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract regardless of anything to the contrary in any other clause or provision of this contract.
- (d) The Contractor shall notify the Contracting Officer in writing at least sixty days prior to the date when, in the Contractor's best judgment, the work under the contract will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate the total amount then allotted to the contract. The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance through the current period of performance or to a mutually agreed upon substitute date. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer, upon the Contractor's written request, will terminate the contract on that date in accordance with the provisions of the Termination clause of this contract.
- (e) If, solely by reason of failure of the Government to allot additional funds in amounts sufficient for timely performance of the contract, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or in the period of performance, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."
- (f) The Government may at any time prior to termination allot additional funds for the performance of the contract.
- (g) Nothing in this clause affects the rights of the Government to terminate this contract pursuant to other clause or provisions of this contract.
- (* To be filled in at time of award)

SECTION H SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

(To be filled in at time of award)

H-2 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's ORCA Representations and Certifications valid from to will be 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 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 filled in at time of award)

*Labor Category	First/M/Last Name
Supervisor	

H-4 ON-SITE USE OF GOVERNMENT PROPERTY

Government facilities and equipment specified or approved for use in the performance of any portion of the contract at the U.S. Naval Research Laboratory (NRL) or any of its field sites may be used by the contractor's personnel on a rent free basis. All such property shall be considered to remain in the possession and control of the NRL for property responsibility and accountability purposes.

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)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (AUG 2000)
52.204-7	- Central Contractor Registration (JUL 2006)
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 (SEP 1990)
52.215-2	- Audit And Records-Negotiation (JUN 1999)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (OCT 1997)
52.215-12	- Subcontractor Cost Or Pricing Data (OCT 1997)
52.215-14	- Integrity Of Unit Prices (OCT 1997)
52.215-15	- Pension Adjustments And Asset Reversions (OCT 2004)
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 (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)
52.219-4	- Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JUL 2005) <input type="checkbox"/> Offeror elects to waive the evaluation preference.
52.219-8	- Utilization Of Small Business Concerns (MAY 2004)
52.219-9	- Small Business Subcontracting Plan (NOV 2007) Alternate II (OCT 2001)
52.219-16	- Liquidated Damages - Subcontracting Plan (JAN 1999)
52.219-25	- Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (OCT 1999)
52.222-19	- Child Labor – Cooperation With Authorities And Remedies (AUG 2007)
52.222-20	- Walsh-Healey Public Contracts Act (DEC 1996)
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)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.225-13 - Restrictions On Certain Foreign Purchases (FEB 2006)
- 52.227-1 - Authorization And Consent (DEC 2007)
- 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
- 52.227-3 - Patent Indemnity (APR 1984)
- 52.228-5 - Insurance - Work on a Government Installation (JAN 1997)
- 52.229-3 - Federal, State, And Local Taxes (APR 2003)
- 52.230-2 - Cost Accounting Standards (APR 1998)
- 52.230-6 - Administration Of Cost Accounting Standards (APR 2005)

- 52.232-7 - Payments Under Time-And-Materials And Labor-Hour Contracts (FEB 2007)
- 52.232-9 - Limitation On Withholding Of Payments (APR 1984)

- 52.232-17 - Interest (JUN 1996)

- 52.232-23 - Assignment Of Claims (JAN 1986)
- 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)
- 52.233-4 - Applicable Law For Breach Of Contract Claim (OCT 2004)
- 52.237-2 - Protection Of Government Buildings, Equipment, And Vegetation (APR 1984)
- 52.237-3 - 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 (JUN 2007) - Alternate I (JUN 2007)
- 52.244-5 - Competition In Subcontracting (DEC 1996)
- 52.244-6 - Subcontracts For Commercial Items (MAR 2007)
- 52.245-1 - Government Property (JUN 2007)
- 52.245-9 - Use And Charges (JUN 2007)
- 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 (FEB 2006)
(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)
- 52.249-4 - Termination For Convenience Of The Government (Services) (Short Form) (APR 1984)
- 52.249-6 - Termination (Cost - Reimbursement) (MAY 2004) Alternate IV (SEP 1996)
- 52.249-14 - Excusable Delays (APR 1984)
- 52.252-6 - Authorized Deviations In Clauses (APR 1984) fill in Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2);
- 52.253-1 - Computer Generated Forms (JAN 1991)

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)
- 252.204-7003 - Control Of Government Personnel Work Product (APR 1992)
- 252.204-7004 - Alternate A Central Contractor Registration (SEP 2007)
- 252.209-7004 - Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (MAR 1998)
- 252.211-7003 - Item Identification And Valuation (JUN 2005) (*fill in none* in (c)(1)(ii) and (c)(1)(iii))
- 252.211-7007 - Item Unique Identification of Government Property (SEP 2007) (*fill in none*)
- 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)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (APR 2007)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 1993)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (APR 2003)
- 252.225-7012 - Preference For Certain Domestic Commodities (JAN 2007)
- 252.225-7021 - Trade Agreements (MAR 2007)
- 252.225-7025 - Restriction On Acquisition Of Forgings (JUL 2006)
- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 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)
- 252.227-7016 - Rights In Bid or Proposal Information (JUN 1995)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (JUN 1995)
- 252.227-7026 - Deferred Delivery Of Technical Data Or Computer Software (APR 1988)
- 252.227-7027 - Deferred Ordering Of Technical Data Or Computer Software (APR 1988)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (SEP 1999)
- 252.227-7038 - Patent Rights-Ownership By The Contractor (Large Business) (DEC 2007)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)

- 252.232-7003 - Electronic Submission Of Payment Requests (MAR 2007)
- 252.232-7006 - Alternate A (DEC 2003)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.242-7004 - Material Management And Accounting System (NOV 2005)
- 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) (JAN 2007)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 252.246-7003 - Notification Of Potential Safety Issues (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)*

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 - 5 Pages, with Exhibit A - DD Form 1423, Contract Data Requirements - 1 Page.

J-2 Attachment (2) – Personnel Qualifications – 2 pages.

J-3 Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser: 041-08, dated 05 MAY 08, 2 pages.

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 FILL IN FOR 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 541330
- (2) The small business size standard is \$4,500,000

K-4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUNE 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT—COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____

Name and Address of Cognizant ACO or Federal Official Where Filed:

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under paragraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS—ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with paragraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

No
Yes

(End of provision)

Alternate I (Apr 1996). As prescribed in 30.201-3(b), add the following paragraph (c)(5) to Part I of the basic provision:

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of _____ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending _____ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official Where Disclosure Statement is to be Filed:

K-5 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.

No
Yes

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://www.acqnet.gov/far>
<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

- 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 (JAN 2004)
- 52.215-5 - Facsimile Proposals (OCT 1997)
Paragraph (c) is completed as follows: (202) 767-5896 (primary) or (202) 767-0494 (alternate). In addition proposals may be transmitted by e-mail to: Kevin.King@nrl.navy.mil (primary) or Jan. Bays@nrl.navy.mil (alternate) in either Microsoft Word (version 97 or earlier) or pdf format.
- 52.215-16 - Facilities Capital Cost Of Money (JUN 2003)
- 52.216-29 - Time-And-Materials/Labor-Hour Proposal Requirements-Non-Commercial Item Acquisition With Adequate Price Competition (FEB 2007)
- 52.217-8 - Option To Extend Services (NOV 1999)
- 52.219-24 - Small Disadvantaged Business Participation Program - Targets (OCT 2000)
- 52.237-1 - Site Visit (APR 1984)

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 2007)

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 overnight delivery services shall be addressed :

Contracting Officer, ATTN: Code 3220.KK
RFP No. N00173-08-R-KK02 Closing Date: July 21, 2008 Time: 4:00 p.m.
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/aboutdc.htm>

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

L-3 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-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 :
Offerors should provide information to enable the Contracting Officer to determine that the price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, projected costs of fabricating and installing the item (material costs, labor costs, copies of payroll data to substantiate proposed direct labor rates.

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

The Government contemplates award of a Time and Materials type contract resulting from this solicitation.

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

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

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

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

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or 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 GOVERNMENT-FURNISHED PROPERTY

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

L-9 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the 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-10 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. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-11 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES .

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

(a) The proposal must demonstrate that the contractor has personnel who meet the personnel requirements listed in the Personnel Requirements, Attachment No. 2.

(b) The proposal must demonstrate that the contractor has the ability to meet the requirements of the Statement of Work, including the ability to work with and handle sensitive electronics, radar absorbing material and large radar arrays and ability to modify ISO shelters.

(c) The proposal must demonstrate that the contractor has a plan for managing the effort, coordinating personnel and material as necessary to accomplish the tasks required.

(d) The proposal must demonstrate that the contractor has a secured facility with sufficient enclosed working space to accommodate two (2) 20' modified ISO containers simultaneously. The proposal must also demonstrate that the contractor is registered as meeting ISO 9001 or has a quality plan meeting Mil-Q-9858A.

(e) 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 3 contracts or subcontracts completed by the offeror or predecessor companies during the past 3 years for services similar in nature to this requirement. Include in the 3 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

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.

Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

L-12 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 3 COPIES

(1) PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The proposal should include labor rates which are loaded with overhead, general and administrative expenses and fee. It is assumed that any travel expenses associated with this effort will be included in overhead.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (NOV 2007) with its Alternate II (OCT 2000), proposals must include information to permit evaluation of the extent of participation of small businesses and historical black colleges or universities and minority institutions in performance of the contract. Participation to be identified may be in the form of a joint venture, teaming arrangement, or subcontract. Small business concerns that are not required by FAR 52.219-9 to submit a subcontracting plan must indicate the extent to which proposed joint ventures, teaming arrangements, or subcontracts are with historically black colleges or universities and minority institutions. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform.

(b) Proposals must also include information to permit evaluation of the extent of participation of small disadvantaged business concerns in performance of the contract. See the provision at FAR 52.219-24, Small Disadvantaged Business Participation Program--Targets (OCT 2000), and the clause at 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999). Any targets will be incorporated into and become part of any resulting contract. Information provided should include the extent of participation of such firms in terms of the value of the total acquisition and the complexity and variety of the work such firms are to perform. Offerors are required to provide, with their offers, targets, expressed as dollars and percentages of total contract value, in each of the applicable, authorized NAICS Industry Subsector, and a total target for SDB participation by the contractor, including joint venture partners, and team members,

and a total target for SDB participation by subcontractors. An SDB offeror that waives the SDB price evaluation adjustment in the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, shall provide with its offer a target for the work that it intends to perform as the prime contractor. Contractors with SDB participation targets shall be required to report SDB participation.

L-13 SITE VISIT

(a) A site visit will be held at the NRL Chesapeake Bay Detachment, 5813 Bayside Road, Chesapeake Beach, Md. on July 3, 2008 at 10:00 AM. Visitors should sign in at the gate and indicate that they are visiting the AMRFC site. The purpose of this site visit is to provide offerors with an opportunity to inspect the areas of the facility to be maintained, to provide offeror's with an explanation of NRL's requirements, and to provide an opportunity to submit written questions concerning the requirements of this Request for Proposal. Offerors shall be advised that (1) Remarks and explanations at the site visit shall not qualify the terms of the solicitation and (2) Terms of the solicitation and specifications shall remain unchanged unless the solicitation is amended in writing.

(b) Attendance at the site visit is urged and expected for participation in this Request for Proposal. Attendance at the site visit must be confirmed by telephone to Kevin M. King, contract specialist, at (202) 767-1495 not later than the close of business June 27, 2008.

(c) Each concern planning to send representatives to the site visit should limit the number of persons attending to no more than (2) persons per company.

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 price and other factors considered. The Government reserves the right to make award to other than the low offeror.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor. All of the technical subfactors are equal in value.

M-2-1. TECHNICAL/MANAGEMENT

(1) PERSONNEL QUALIFICATIONS

The proposals will be evaluated on the extent to which the contractor has personnel who meet the personnel requirements listed in the Personnel Requirements, Attachment No. 2.

(2) TECHNICAL UNDERSTANDING

The proposals will be evaluated on the extent to which the contractor demonstrates the ability to meet the requirements of the Statement of Work, including the ability to work with and handle sensitive electronics, radar absorbing material and large radar arrays and ability to modify ISO shelters.

(3) MANAGEMENT/ CORPORATE EXPERIENCE

The proposals will be evaluated on the soundness of the Offeror's project management approach for accomplishing the task. Also to be evaluated is the quantity and quality of the Offeror's corporate experience relevant to the proposed task.

(4) FACILITIES

The proposals will be evaluated on the extent to which the contractor has a secured facility with sufficient enclosed working space to accommodate two (2) 20' modified ISO containers simultaneously. Also to be considered is the extent to which the contractor demonstrates that it is registered as meeting ISO 9001 or has a quality plan meeting Mil-Q-9858A.

(5) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L-11 (e) 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 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.

M-2-3 SMALL BUSINESS PARTICIPATION

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

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

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

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

**STATEMENT OF WORK FOR MAINTENANCE AND MODIFICATION OF THE
THE MULTI-FUNCTION ELECTRONIC WARFARE (MFEW) FACILITY**

The Naval Research Laboratory (NRL) has a requirement for a contractor to perform three tasks at the Advanced Multi Function RF Concept and Multi Function Electronic Warfare (AMRFC/MFEW) components and the MFEW Facility located at the Chesapeake Bay Detachment (CBD) located at Chesapeake Beach, Md. The first task involves performing routine maintenance, such as inspecting connections, ordering replacement parts, and installing the replacement parts as needed. The second task involves performing major modifications, such as disassembling and re-assembling transmit or receive array pallets. The third task involves performing minor modifications, such as adding or moving an antenna, adding new cable and connections, mounting new equipment, adding modified weldments, modification of components and preparing and painting all or any part of the facility. The contractor shall provide field work, and a design and modification capability.

1.0 FACILITY DESCRIPTION

The AMRFC/MFEW facility consists of eleven (11) shelters and a power pallet, chiller and dry air system which are all connected together both electrically and mechanically as shown in the two following figures: Ten (10) of the eleven shelters are modified non-expandable 20 ft ISO type shelters, with external dimensions of 20'x 8'x8'. One is a 40 ft ISO type shelter used as an office. The ten 20 ft units have separate EMI (Electro-magnetic interference) filters, surge protectors, access doors, cable accesses and power distribution panels.

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1.0 FACILITY DESCRIPTION

The AMRFC/MFEW facility consists of eleven (11) shelters and a power pallet, chiller and dry air system which are all connected together both electrically and mechanically as shown in the two following figures: Ten (10) of the eleven shelters are modified non-expandable 20 ft ISO type shelters, with external dimensions of 20'x 8'x8'. One is a 40 ft ISO type shelter used as an office. The ten 20 ft units have separate EMI (Electro-magnetic interference) filters, surge protectors, access doors, cable accesses and power distribution panels.



Figure 1. AMRFC/MFEW without the security trailer.

2.0 ROUTINE AND EMERGENCY MAINTENANCE

The AMRFC/MFEW facility has numerous mechanical, electrical, and hydraulic connections, equipment and devices that interconnect the trailers and their internal hardware and the arrays with their utilities. Due to weather conditions and usage, these connections and devices often develop difficulties and failures, which may require various adjustments and/or modification to suit present operating conditions. The contractor shall develop a comprehensive program to interact with NRL personnel, inspect these connections and devices periodically, and to order and install conversion or replacement parts as needed. It is anticipated that up to five mechanical or electrical engineers and additional tradesmen who have experience in the welding, plumbing, and electrical trades would be needed to support this task.

The contractor shall provide all materials required for this task. Materials needed for this task would typically consist of, but not be limited to, aluminum, steel, reinforced fiberglass plate or formed shapes (channel "I", etc) and a host of utility support components for the chiller, air system, and a/c heater units.

For emergency work, to minimize down-time for the facility, a quick response team with SECRET clearances, available equipment, and ample electronic assemblers, mechanics and certified steel and aluminum welders must be available and be on a 24/7 call basis to accomplish minor modification tasks. When called to correct a problem, NRL expects that the problem would be fixed or alleviated at least temporarily as soon as possible upon arrival of the quick response team. If a temporary solution is used a permanent fix must be provided within 12 hours. This standard will be measured by periodic inspection, noting mean time between failures and service related downtime for NRL personnel working at the site.

3.0 MAJOR MODIFICATIONS

The contractor shall accomplish major modifications as requested by the COR in no more than two (2) working days for disassembly and no more than two (2) working days for reassembly. For the purposes of this contract, a major modification is defined as the disassembling and re-assembling of the transmit or receive array pallets and the installation of a new experiment on another pallet. It is anticipated that an original equipment manufacturer (OEM) or other source would supply the new pallet. The old pallet may be returned to NRL, sent to its OEM, or sent to another supplier to perform the required modification.

The contractor is to be on call for a major modification 24/7 with no more than one (1) work day mobilization time.

3.1 Disassembly

The contractor shall provide labor, material and equipment mobilized on site at CBD to disassemble and remove either one (1) transmit or receive array pallet from its present location in either the transmit or receive shelters. The array is to be removed using contractor provided crane service, lifts and personnel. The move is to be coordinated with the NRL COR and the representative from the manufacturer which manufactured the new pallet. The old pallet which is to be stored or modified will be packed for transport and sent to its disposition at that time. The COR shall be on site to ensure that the pallet is packaged properly for transport to the old or new manufacturer's facility, where the required modification will be performed. The contractor shall exercise extreme care upon handling the transmit and/or receive units to prevent damage. (All removal, reinstallation and puttying work on the radar absorbing material coating of the pallet faces is to be accomplished by Government personnel). Once removed, the array pallet is to be placed on an NRL provided assembly cart. After coordination with the manufacturers representative or the COR, the contractor shall remove the installed radome and the transmit and/or receive equipment from the pallet face and load it into the manufacturers provided crating. If not provided by the manufacturer, the contractor shall provide crating and arrange for

transportation as required. The contractor shall carefully examine the existing EMI gasketing material for damage or distortion and replace if required. Upon removal of either array, the contractor shall remove from storage, rig and install in its place one (1) NRL provided shipping plate on the open pallet face of the effected shelter and bolt up same.

3.2 Reinstallation

Upon return of any modified transmit or receive equipment, the contractor shall mobilize personnel, equipment and materials to unbolt and remove the installed shipping plate from the pallet face, return same to storage and examine the existing EMI gasketing for damage. The gasketing shall be replaced if required. The contractor shall follow the manufacturer's directions and remove the modified transmit and/or receive equipment from crating and reinstall same in the pallet. The contractor shall reinstall the radome into the pallet face. The contractor shall set up and rig the pallet face using the install array equipment into its proper location on the shelter front. The contractor shall ensure that EMI gasketing makes contact with the shelter face flange and the array pallet. The contractor shall bolt up the pallet face to the shelter flange. The contractor shall demobilize all equipment, re-stow the assembly cart and remove it from the area.

4.0 MINOR MODIFICATIONS

The contractor shall accomplish minor modifications in no more than one (1) working day for each minor modification. Minor modification work shall be coordinated with the NRL COR so as not to interfere with the operational readiness of the facility.

NRL shall provide a detailed list of miscellaneous minor modification tasks to the contractor for review prior to accomplishment of the tasks. The contractor shall review the listing and coordinate planning of the requested tasks and ascertain that the tasks can be accomplished within one (1) working day.

To effect quick adjustments with a minimum of down-time for the facility, the contractor shall provide a quick response team with the required clearances (including electronic assemblers, mechanics, and certified steel and aluminum welders) and necessary equipment on a 24/7 call basis to accomplish minor modification tasks. The contractor shall have the ability to mobilize within the same day as required.

Minor modification tasks shall include, but not be limited, to the following:

Adding or moving an antenna, adding new cable and connections, mounting new equipment, performing seasonal preventive conditioning, adding modified

weldments both in steel and aluminum, modifying components by cutting, drilling or tapping, and preparation and painting of all or any part of the facility.

5.0 GENERAL REQUIREMENTS

The contractor must be registered as meeting ISO 9001 or have a quality plan meeting Mil-Q-9858A.

The contractor facility must be located within a 50 mile radius of or 1 hour travel time to CBD.

The contractor must have a secured facility in the case that modifications are to be made away from the CBD. This facility must have sufficient enclosed working space to accommodate two (2) 20' modified ISO containers simultaneously.

The contractor must be able to provide two (2) persons with one day of notification for deployment to support work described in this Statement of Work at remote locations. The persons are to deploy with tooling for mechanical or electrical work necessary to maintain or repair AMRFC/MFEW related equipment.

The contractor must possess a Secret facility clearance as required by the DD Form 254.

6.0 REPORTING REQUIREMENTS

The contractor must provide funding status monthly in accordance with the Contract Data Requirements List (CDRL), Exhibit A.

PERSONNEL QUALIFICATIONS

The contractor shall provide personnel with DOD clearances at least at the SECRET level to work at the AMRFC/MFEW site at the Chesapeake Bay Detachment (CBD) of the Naval Research Laboratory (NRL). The following are specific qualifications for each labor category:

Supervisor

The contractor shall provide personnel to supervise the effort. Such supervisors must have at least 10 years of prior experience in managing efforts of similar complexity and in supervising personnel.

Mechanic

The contractor shall provide personnel who are experienced with the maintenance and repair of such items as diesel engines, compressors, fans, and pumps. High school diploma or GRE equivalent plus at least 5 years of prior experience required.

Welder

The contractor shall provide personnel who are steel welders certified to AWS D1.1 and Aluminum welders certified to AWS D1.2 requirements. Minimum of 5 years experience required.

Electrical Technicians

The contractor shall provide personnel who are electrical and electronic assemblers capable of working to the National Electrical Code (NEC) and who are familiar with Institute of Electrical Electronics Engineers (IEEE) standards in both power and electronic equipment. Minimum of 5 years experience required.

Coatings Mechanic

The contractor shall provide personnel who are familiar with the properties of various coatings, such as corrosion resistant material, radar absorbing material and conformal coatings, their use in any environment, and surface pre-treatment preparation and application techniques of these various materials to other surfaces. Minimum of 5 years experience required.

Equipment Operator

The contract shall provide personnel who are experienced operators of forklifts, cranes, 80' lift trucks, and medium size and tractor trailers, and who have licenses to operate this equipment. Minimum of 5 years experience required.

Quality Assurance

The contractor shall provide a quality assurance inspector to perform documented inspection services. Minimum of 5 years experience required.

Financial Reporting

The contractor shall have in-house capability to provide reports which account for labor and material spent in support of NRL requirements under the contract. Minimum of five years experience required.

Machinist

The contractor shall provide personnel who can produce non-numerically controlled machining with repeatable tolerances of .5 mills. Minimum of 5 years experience required.

Engineer

The contractor shall provide a Maryland Professional Mechanical Engineer knowledgeable in structural and thermal engineering. Minimum of 10 years experience required.

The contractor shall provide a Maryland Professional Electrical Engineer knowledgeable in electronic, electrical and power engineering. Minimum of 10 years experience required.

The contractor shall provide a Maryland Professional Civil Engineer knowledgeable in environmental engineering. Minimum of 10 years experience required.

SER:041-08

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING a. FACILITY CLEARANCE REQUIRED <p style="text-align: center; font-weight: bold;">SECRET</p> b. LEVEL OF SAFEGUARDING REQUIRED <p style="text-align: center; font-weight: bold;">NONE</p>			
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>			3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>				
	a. PRIME CONTRACT NUMBER	<input checked="" type="checkbox"/>	a. ORIGINAL <i>(Complete date in all cases)</i>	DATE (YYYYMMDD)			
	b. SUBCONTRACT NUMBER		b. REVISED <i>(Supersedes all previous specs)</i>	REVISION NO.	DATE (YYYYMMDD)		
<input checked="" type="checkbox"/>	c. SOLICITATION OR OTHER NUMBER 57-4007-08	DUE DATE (YYYYMMDD)	c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)		
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.							
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____.							
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
FOR RFP PURPOSES ONLY, NOT VALID FOR ACTUAL CONTRACT AWARD			N/A				
7. SUBCONTRACTOR							
a. NAME, ADDRESS, AND ZIP CODE		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
N/A			N/A				
8. ACTUAL PERFORMANCE							
a. LOCATION		b. CAGE CODE	c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>				
N/A			N/A				
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT THE NAVAL RESEARCH LABORATORY (NRL) HAS A REQUIREMENT FOR A CONTRACTOR TO PERFORM MAJOR/MINOR MODIFICATIONS AND MAINTENANCE FOR THE AMRF/MFEW COMPONENTS AND THE MFEW FACILITY. THIS PROCUREMENT IS INTENDED AT ADVERTISING FOR AND SELECTING THAT CONTRACTOR.							
10. CONTRACTOR WILL REQUIRE ACCESS TO:		YES	NO	11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:		YES	NO
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION			<input checked="" type="checkbox"/>	a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY		<input checked="" type="checkbox"/>	
b. RESTRICTED DATA			<input checked="" type="checkbox"/>	b. RECEIVE CLASSIFIED DOCUMENTS ONLY			<input checked="" type="checkbox"/>
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION			<input checked="" type="checkbox"/>	c. RECEIVE AND GENERATE CLASSIFIED MATERIAL			<input checked="" type="checkbox"/>
d. FORMERLY RESTRICTED DATA			<input checked="" type="checkbox"/>	d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE			<input checked="" type="checkbox"/>
e. INTELLIGENCE INFORMATION				e. PERFORM SERVICES ONLY			<input checked="" type="checkbox"/>
(1) Sensitive Compartmented Information (SCI)			<input checked="" type="checkbox"/>	f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES			<input checked="" type="checkbox"/>
(2) Non-SCI			<input checked="" type="checkbox"/>	g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER			<input checked="" type="checkbox"/>
f. SPECIAL ACCESS INFORMATION			<input checked="" type="checkbox"/>	h. REQUIRE A COMSEC ACCOUNT			<input checked="" type="checkbox"/>
g. NATO INFORMATION			<input checked="" type="checkbox"/>	i. HAVE TEMPEST REQUIREMENTS			<input checked="" type="checkbox"/>
h. FOREIGN GOVERNMENT INFORMATION			<input checked="" type="checkbox"/>	j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS			<input checked="" type="checkbox"/>
i. LIMITED DISSEMINATION INFORMATION			<input checked="" type="checkbox"/>	k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE			<input checked="" type="checkbox"/>
j. FOR OFFICIAL USE ONLY INFORMATION			<input checked="" type="checkbox"/>	l. OTHER <i>(Specify)</i>			
k. OTHER <i>(Specify)</i>							

12. **PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release Direct Through (*Specify*)

COMMANDING OFFICER, NAVAL RESEARCH LABORATORY, WASHINGTON, DC 20375-5320, CODE 5740

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)* for review.
 *In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

13. **SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

Access to classified information is not required for the purpose of submitting a bid/proposal for this statement of work. However, prior to award of contract, the successful contractor will be required to have a SECRET facility clearance, and personnel available with final DoD granted personnel security clearances commensurate with level of access required for performance of contract.

14. **ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract. Yes No
 (*If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.*)

15. **INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office. Yes No
 (*If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.*)

16. **CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL VICKI CICALA	b. TITLE CONTRACTING OFFICER, SECURITY	c. TELEPHONE (<i>Include Area Code</i>) (202) 767-2240/2576
d. ADDRESS (<i>Include Zip Code</i>) NAVAL RESEARCH LABORATORY 4555 OVERLOOK AVE. SW WASHINGTON, DC 20375-5320	17. REQUIRED DISTRIBUTION <input checked="" type="checkbox"/> a. CONTRACTOR <input type="checkbox"/> b. SUBCONTRACTOR <input checked="" type="checkbox"/> c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR <input type="checkbox"/> d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION <input type="checkbox"/> e. ADMINISTRATIVE CONTRACTING OFFICER <input checked="" type="checkbox"/> f. OTHERS AS NECESSARY 1226.2, 5702, 5740	
e. SIGNATURE 		