

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES
2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY		CODE	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 \_\_\_\_\_ 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 \_\_\_\_\_ until \_\_\_\_\_ local time \_\_\_\_\_ (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 <i>(See Section I, Clause No. 52.232-8)</i>	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGMENT OF AMENDMENTS <i>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</i>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

**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)	
24. ADMINISTERED BY (If other than Item 7)		25. PAYMENT WILL BE MADE BY	28. AWARD DATE
26. NAME OF CONTRACTING OFFICER (Type or print)		27. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	

**SECTION B  
SUPPLIES OR SERVICES AND PRICES/COSTS**

<b>CONTRACT LINE ITEM NUMBER (CLIN)</b>	<b>SUPPLIES / SERVICES</b>	<b>ESTIMATED COST</b>	<b>FIXED FEE</b>	<b>ESTIMATED COST PLUS FIXED FEE</b>
0001	The contractor shall provide the Optical Material RDT&E efforts as specified in Section C; PSC AJ13.	\$	\$	\$
0002	Materials (Cost Only); PSC 6650	\$		\$
0003	Travel (Cost Only); PSC AJ13	\$		\$
0004	Equipment (Cost Only); PSC 6650	\$		\$
0004	Data in accordance with Exhibit A (DD Form 1423)	NSP		
<b>Total Cost Plus Fixed Fee (CPFF)</b>		<b>\$</b>	<b>\$</b>	<b>\$</b>

**B-2 MINIMUM AND MAXIMUM QUANTITIES**

As contemplated by the contract clause entitled, "Indefinite Quantity", the minimum quantity that will be ordered by the Government during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of 100 direct labor hours.

The maximum quantity that the Government may order during the effective period of the contract is research and development support requiring the contractor to provide a level of effort of 77,700 direct labor hours.

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

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

**C-1 STATEMENT OF OBJECTIVES**

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

**C-2** Pursuant to DFARS 211.106 contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

**C-3 REQUIREMENTS FOR ON-SITE CONTRACTORS**

For any work under this contract performed at any NRL site, the contractor shall comply with the following:

**1. ACCESS TO NRL**

**(a) PARKING/DELIVERIES**

Parking at all Naval Research Laboratory (NRL) sites may be limited. This may require the Contractor to provide alternate means of transportation to and from the site. Contracts that will require deliveries of construction type building material or heavy equipment and contractor escorts should contact the Security office as identified in the contract to make prior arrangements for admission to the NRL.

**(b) BADGES AND VEHICLE PASSES**

All contractor personnel who visit or work on any NRL site or facility must comply with all NRL access requirements. Contractor personnel nominated for access to NRL facilities must process through the NRL Personnel Security Section. Processing includes the completion and submission of all forms and background documentation required by the NRL Security Department. The forms and background documentation will be reviewed to determine whether nominated contractor employees meet the requirements for a favorable trustworthiness determination. A favorable trustworthiness determination is required in order for nominated contractor personnel to be granted access to NRL facilities and issued an NRL badge. NRL issued Contractor badges must be worn and readily visible at all times while contractor personnel are on NRL facilities. Having a current foreign passport (among other factors) may result in an unfavorable trustworthiness determination.

NRL badges, vehicle passes, keys and other government property issued to contractor personnel must be immediately returned to NRL upon (1) completion or termination of the contract; and (2) termination of employment. Contractor employees shall comply with the check-in/check-out procedures in NRLINST 12290.1(as revised). In part, this instruction provides the procedures for the return of badges, decals, and parking passes. Failure to return NRL Contractor Badges in accordance with NRLINST 12290.1(as revised) may preclude the issuance of any additional badges to contractor employees supporting the same contract until all unaccounted for badges have been returned.

Contractors may also receive an unfavorable past performance determination or negative responsibility determination as a result of non-compliance with this provision.

**(c) NRL HOURS OF OPERATION AND HOLIDAY SCHEDULE**

All or a portion of the effort under this contract will be performed on a Government Installation. The normal workweek will be established by the Contracting Officer Representative (COR) or Authorized Government Representative (AGR) identified in the contract. No deviation in the normal established workweek will be permitted without express advance approval in writing by the COR or AGR. In the event the Contractor fails to observe the established workweek, any costs incurred by the Government resulting there from shall be chargeable to the Contractor.

The following federal holidays are authorized exceptions to the normal workweek:

<b>NAME OF HOLIDAY</b>	<b>TIME OF OBSERVANCE</b>
New Years Day	1 January
Martin Luther King Jr. Day	Third Monday in January
Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veterans Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

Any other day designated by federal statute, Executive Order, or Presidential Proclamation.

In the event that any of the above holidays occur on Saturday or Sunday, the holiday must be observed by the Contractor in accordance with the practice observed by the assigned Government employees at the using activity.

Contractor personnel performing work under this contract at any NRL site shall limit their observation of holidays to those set forth above. In the event Contractor personnel work during a holiday other than those above, no form of holiday or other premium compensation will be reimbursed as either a direct or indirect cost. However, this does not preclude reimbursement for authorized overtime work.

When any NRL site grants emergency administrative leave to its Government employees, Contractor personnel performing effort at that NRL site must also be dismissed. However, the contractor shall continue to provide sufficient personnel to perform requirements of critical efforts already in progress or scheduled at the Laboratory.

## **2. TEXTBOOKS AND/OR REFERENCE MATERIALS**

The Contractor shall return all textbooks and reference materials checked out from any NRL Library to that Library at the completion of the individual's performance or contract performance in accordance with NRLINST 12290.1 (as revised), Check-In, Check-Out, and Intra-Laboratory Reassignment Procedures.

## **3. CONTRACTOR ACCESS to NRL INFORMATION SYSTEMS**

Contractors may have access to NRL information systems based on clearance level, need-to-know, and appropriate restrictions pertaining to competition-sensitive information. Contractors must ensure security by adhering to requirements of NRLINST 5239.1 (as revised) Information Systems Security Plan.

Contractor Email addresses must include an identifier that clearly indicates that the email address belongs to a contractor (i.e., FirstLast(Contractor)<email.address@organization>).

Foreign nationals must be identified as such in all communications originating within NRL. Email addresses for foreign nationals shall include the identifier "Forn-Natl" (i.e., FirstLast(Forn-Natl) email.address@organization>).

## **4. INFORMATION REGARDING NON-US CITIZENS ASSIGNED TO THIS PROJECT**

Before allowing a non-U.S. citizen access to information required to perform this contract, to information generated in performance of the Statement of Objectives of the contract, or to a Government facility in connection with the work, the Contractor shall obtain written approval from the Security office listed in the contract.

## **5. ON-SITE PERSONNEL**

Within 60 days after date of contract award, the contractor shall submit to their cognizant Defense Contract Audit Agency (DCAA) a list containing the names of personnel working under the contract on the NRL site. The contractor shall submit an updated list to DCAA on an annual basis thereafter.

If the contractor has more than one contract requiring on-site work, the annual updated list may be consolidated to include all contracts by number and the names of the on-site personnel working with each.

This requirement does not apply to firm-fixed-price contracts unless the contract requires a specified level of effort to be provided over a stated period of time.

**6. CONTRACTOR PERSONNEL TRAINING**

NRL may require contractor personnel on any NRL site to participate in training in rules, practices, procedures, and systems on NRL's requirements. Such NRL training may include: Information Technology Security, Fire Training, Personnel Security, Environmental Awareness, or EEO programs.

**7. CONTRACTOR PERSONNEL PARTICIPATION IN INVESTIGATIONS AND LITIGATIONS**

If an investigation or litigation needs a contractor employee as a witness, the contractor shall direct the employee to participate. If an NRL investigation or litigation -- one to which the contractor is not a subject or party -- needs information or documents from the contractor, the contractor shall provide them; however, the contractor may ask for the Contracting Officer's authority to mark any documents with appropriate restrictions. If the contractor does restrict the documents, it shall also provide a redacted, unrestricted copy that the Contracting Officer agrees redacts only protectable information.

**8. CONTRACTOR OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) PROGRAM COMPLIANCE**

**(a) GENERAL**

The Contractor is responsible for employee's safety and health and shall comply with OSHA regulations and perform in accordance with applicable regulations including 29 Code of Federal Regulations (CFR) Part 1910, *Occupational Safety and Health Standards*, 29 CFR 1925, *Safety and Health Standards for Federal Service Contracts*, 29 CFR 1926 *Safety and Health Regulations for Construction* and EM-385-1-1, U.S. Army Corps of Engineers' Safety and Health Requirements Manual. The most stringent standards will apply.

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The contractor shall submit a written Accident Prevention Plan (APP) as required, when FAR 52.236-13 is included in the contract. The minimum outline for an APP is provided in EM 385-1-1.

The NRL Safety Branch may require the contractor to stop performance, with no additional price or cost to the contract, when it is determined the contractor operation on an NRL site does not comply with an applicable OSHA regulation, and is a threat to the safety and health of on-site personnel and/or the public. Should unforeseen hazards become evident during the performance of work, the contractor shall make a formal request to the Contracting Officer, both verbally and in writing, to provide a resolution as soon as possible. In the interim, all necessary action shall be taken by the contractor to restore and maintain safe working conditions in order to safeguard on-site personnel, visitors, the public and the environment.

### **(b) ACCIDENTS**

The contractor shall preserve the conditions and evidence of the accident site until the Government investigation team arrives on site and the investigation is conducted.

For recordable injuries and illness, and property damage resulting in at least \$2000 in damage, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the [Navy Contractor Significant Incident Report \(CSIR\)](#) and provide the report to the COR within one business day of the accident. The Prime Contractor must notify the COR as soon as practical, but no later than 4 hours after the accident. The CSIR form is available at <https://www.navfac.navy.mil/safety/site/construc/csir.pdf>, through the COR or by contacting the Safety office identified in the contract.

For weight handling equipment accidents, the Prime Contractor shall conduct an accident investigation to establish the root cause(s) of the accident, complete the [WHE Accident Report](#) and provide the report to the COR within 30 days of the accident. The form is at <http://ncc.navfac.navy.mil/>, through the COR or by contacting the Safety office identified in the contract.

### **(c) CONSTRUCTION TYPE WORK**

Any construction type work performed by contractors shall comply with 29 CFR 1926 and EM 385-1-1.

### **(d) CONFINED SPACE WORK**

All confined spaces, as defined in 29 CFR 1910.146, are considered to be permit-required confined spaces. Manholes such as storm drains, sewers, utility vaults, steam pits, crawl spaces, etc. are examples of a permit-required confined space at NRL. Contractors shall comply with 29 CFR 1910.146 for all confined space work

and submit a site-specific safety plan for review and approval by Code 3540 prior to the work. In addition, for construction contracts, compliance with EM 385-1-1 is required. The site specific safety plan shall meet the requirements of NRLINST 5100.22 (as revised) Requirements For Entry Into Confined Spaces and OPNAVINST 5100.23 (as revised).

## **9. RADIATION SAFETY**

### **(a) OCCUPATIONAL EXPOSURE TO RADIATION**

In accordance with NAVMED P-5055 (as revised), Radiation Health Protection Manual, medical examinations may be required for contractor personnel being considered for routine assignment to duties or occupations under this contract that requires exposure to ionizing radiation or the handling of radioactive materials.

The Contractor is responsible for ensuring required medical examination(s) is/are conducted. The examinations such as Preplacement Examinations (PE), Situational Examinations (SE), and Termination Examinations (TE) will be conducted in accordance with NAVMED P-5055 (as revised), Radiation Health Protection Manual.

As a result of this examination, a pass/fail determination will be made by the Examining Physician and a written report identifying the type of examination (PE, SE, TE) and the results (pass/fail) forwarded no later than 45 days after each examination to the NRL Safety Branch, Code 3540 (for the NRL-DC site) and to the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center, MS).

For any work to be performed at any NRL site, contractor personnel may be required to wear an NRL issued radiation dosimeter. A radiation dosimeter will not be issued to any contractor personnel until the written test report indicating that the employee passed the examination is received by the Safety Branch as noted in the above paragraph.

For contracts already in place, a Preplacement Examination shall be performed within 60 days.

### **(b) RADIOACTIVE MATERIAL OR RADIATION PRODUCING DEVICES**

The Contractor shall notify, in writing, the NRL Safety Branch, Code 3540 (for the NRL-DC site) and NRL-SSC, Code 7030.5 (for the NRL Stennis Space Center, MS site) at least two(2) weeks in advance of all shipments to and from any NRL site of radioactive material or radiation producing devices (e.g., x-ray machines). Shipments of radioactive material received without this may be rejected and returned to the point of origin with no additional price or cost to the contract and any costs associated with this rejection borne by the contractor.

### **(c) LASER SAFETY**

In accordance with OPNAVINST 5100.23 (as revised) *Navy Safety and Occupational Health (SOH) Program Manual*, medical examinations are required for contractor personnel being considered for routine assignment to duties or occupations under this contract that requires work with Class IIIb, Class IV, and certain Class IIIa lasers.

The Contractor is responsible for ensuring the required medical examination(s) is/are conducted. The examinations, such as Preplacement Examinations (PE), Situational Examinations (SE), and Termination Examinations (TE) will be conducted in accordance with BUMEDINST 6470.23 (as revised), *Medical Management of Non-Ionizing Radiation Casualties*. As a result of this examination, a pass/fail determination will be made by the Examining Physician and a written report identifying the type of examination (PE, SE, TE) and the results (pass/fail) forwarded no later than 45 days after each examination to NRL Safety Branch, Code 3540 (for the NRL-DC site) and to the NRL-SSC Code 7030.5 (for the NRL site at Stennis Space Center, MS.).

For contracts already in place, a Preplacement Examination shall be performed within 60 days.

In addition to medical examinations, initial laser safety training is required to work with Class IIIb, Class IV, and certain Class IIIa lasers. Annual refresher training is also required for these systems. Contact the Safety Branch, Code 3540 (for the NRL-DC site) and contact the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center , MS.) for details of the training and medical surveillance programs.

**(d) RADIOFREQUENCY SAFETY**

In accordance with OPNAVINST 5100.23 (as revised), *Navy Safety and Occupational Health (SOH) Program Manual*, all contractor personnel being considered for routine assignment to duties or occupations under this contract that require work with systems that emit radio frequency (RF) radiation above the permissible exposure limits of DoDINST 6055.11 (as revised), *Protection of DoD Personnel from Exposure to Radio Frequency Radiation and Military Exempt Lasers* shall receive initial and biennial safety training. Contact the Safety Branch, Code 3540 (for the NRL-DC site) and contact the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center , MS ) for details of the training program.

**(e) STOP WORK**

The NRL Safety Branch Head (Code 3540) or the Health Physics Section Head (Code 3544) may require the contractor to stop performance with no additional price or cost to the contract when either determines contractor operation on any NRL site does not comply with an applicable radiation safety law, regulation or directive, and is a threat to the health and welfare of NRL employees.

**10. ACQUISITION AND HANDLING OF AMMUNITION, ENERGETIC, AND EXPLOSIVE MATERIALS/ORDNANCE/DEVICES, PYROPHORICS, AND INERT ITEMS**

When working with ammunition, energetic or explosive materials or devices, the Contractor is responsible for ensuring that its personnel comply with the safety regulations and instructions in NAVSEA OP5, Volume 1 (as revised), *Ammunition and Explosives Ashore*; NAVSEAINST 8020 (as revised), *Ammunition and Explosives Handlers Qualification and Certification Program*; NRLINST 8020.1 (as revised) Explosives Safety Manual; NAVMED P-117 (as revised) *Manual of the Medical Department*; 49 CFR Part 391.41-49, *Physical Qualifications and Examinations*; and 48 CFR DFARs 252.223-7002 and 252.223-7003. The contractor shall forward to the NRL Explosives Safety Officer, Code 3546, acquisition information for these items during the period of performance of the contract including the following information:

- (1) Name, nomenclature of the material(s) or device(s);
- (2) Quantity (Number and type of material(s) or device(s) being acquired);
- (3) Net Explosive Weight (NEW) per item and a total for the shipment;
- (4) Location where the materials will be stored;
- (5) Personnel involved in the handling of the materials;
- (6) Reference Standard Operating Procedures (SOP) for subject items;
- (7) Material Safety Data Sheet (MSDS) for each item;
- (8) Transportation documentation (to include Interim Hazard Classification(s) or Final Classification information);
- (9) Date of shipment and anticipated delivery date to the Naval Research Laboratory (Shipments received without prior approval or notification will be returned to the point of origin);
- (10) Contract number;
- (11) Name and Code of the COR/AGR/TM, NRL Project Officer, or Point of Contact as listed in the contract

The Contractor shall notify the NRL Explosives Safety Officer, Code 3546, in writing (for all NRL sites) at least 2 weeks in advance of all shipments to NRL of energetic or explosive materials, explosive ordnance/devices, pyrophorics and pyrotechnics. Shipments received without notification may be rejected and returned to the point of origin. Any costs associated with this rejection will be borne by the contractor.

The Contractor shall notify the NRL Explosives Safety Officer, Code 3546, in writing (for all NRL sites) at least 2 weeks in advance of all shipments of empty, inert, or “dummy explosive devices. Documentation must accompany each item when shipped or they may be rejected and returned to the point of origin with no additional price or cost to the contract and any costs associated with this rejection borne by the contractor.

The contractor shall:

- (a) Certify the required training for his/her employee(s);
- (b) Provide a letter to the COR/AGR/TM stating that employees who use explosives (or who supervise employees who work with explosives) are trained and qualified to perform the work;
- (c) Renew the certification annually and whenever operations are significantly changed.

The NRL Safety Branch Head (Code 3540) or the Explosives Safety Officer (Code 3546) may require the contractor to stop performance with no additional price or cost to the contract when either determines contractor operation on any NRL site does not comply with an applicable explosive safety law, regulation or directive, and is a threat to the health and welfare of NRL employees.

## **11. HAZARDOUS MATERIAL CONTROL AND MANAGEMENT**

See the contract clause entitled Hazardous Material Identification and Material Safety Data (FAR 52.223-3) for definition of “hazardous material.”

For purpose of complying with the contract clause entitled Hazardous Material Identification and Material Safety Data, any hazardous material used or stored by the contractor at any NRL site shall be considered to be delivered under this contract.

After contract award, MSDSs required by the contract clause shall be submitted to the COR or AGR identified in the contract and NRL Safety Branch, Code 3540 (for the NRL-DC site) and to the NRL-SSC, Code 7030.5 (for the NRL site at Stennis Space Center , MS ).

The contractor shall comply with NRLINST 4110.1 (as revised), *NRL Hazardous Material Control and Management (HMC&M) Program*, when using or storing hazardous material at any NRL site. Copies of the instruction may be obtained from NRL Safety Branch, Code 3540, Telephone (202) 767-2232 (for the NRL-DC site) and from NRL-SSC, Code 7030.5, Telephone (228) 688-5561 (for the NRL site at Stennis Space Center , MS ).

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If hazardous material is to be used or stored by the contractor at any NRL site, the contractor shall provide the following information to the COR or AGR at the time the material is ordered or no later than the time the materials are delivered to any NRL site.

- a). A copy of the Material Safety Data Sheet (MSDS) for each hazardous material (HM) used or stored at NRL. (In addition, contractors must ensure that MSDSs are readily available either in hardcopy form in a central location or by the use of electronic devices (i.e., CD-ROMs or Internet) in the workplace.
- b). The precautionary measures implemented to protect personnel using HM.
- c). The labeling system used by the contractor. (The labeling system must meet the requirements of 29 CFR 1910.1200 and 29 CFR 1910.1450).
- d). The procedures used to evaluate personnel exposure.
- e). An inventory (initial and updated annually, thereafter) of all HM used or stored at NRL. The inventory must include the location (building and room) of storage, quantity at NRL, chemical name, manufacturer, MSDS unique identifier, and a point of contact.

### **12. EXPOSURE TO HAZARDOUS MATERIALS**

In accordance with 29 CFR 1910.1200, Hazard Communication, the Contractor is hereby advised that a wide variety of hazardous materials are used and stored at NRL and that some contractor personnel may be exposed to these materials under normal working conditions or foreseeable emergencies. MSDSs for materials currently used at NRL are available at the NRL Safety office. The NRL Safety Branch (Code 3540) may also be contacted for information on the hazardous material labeling system used in the NRL workplace and for required protective measures to be observed by the contractor personnel when working with or near such materials. It is the responsibility of the contractor to provide information and training to their employees as required in 29 CFR 1910.1200(h) (Ref: NRLINST 4110.1 {as revised}) NRL Hazardous Material Control and Management (HMC&M) Program.

### **13. ON-SITE "HOT-WORK"**

Whenever performing "hot work", such as soldering, welding or cutting with open flame torches, on any NRL, Washington, D. C. site, prior to beginning work, the contractor is required to coordinate with:

- (1) Resident Officer-in-Charge of Construction (ROICC-9040)  
Phone (202) 767-1037
- (2) Naval District Washington Fire Department

Fire Protection Inspector, (202) 685-0209/0211.

Whenever performing “hot work”, such as soldering, welding or cutting with open flame torches on the NRL-SSC site, prior to beginning work, the contractor is required to coordinate with:

- (1) National Space and Aeronautics Administration  
John C. Stennis Space Center Fire Department  
Phone (228) 688-3639

#### **14. ENVIRONMENTAL**

##### **(a) Environmental Management System ( EMS )**

The Contractor shall perform work consistent with the relevant policy and objectives identified in NRL’s Environmental Management System (EMS) outlined in NRL Instruction 5090.2. The Contractor shall perform work in a manner that conforms to all appropriate Environmental Management Programs and Operational Controls identified by NRL’s EMS, including pollution prevention, waste reduction, energy use, and natural resource protection. The Contractor shall provide monitoring and measurement information as necessary for the organization to address environmental performance relative to the environmental, energy, and transportation management goals. In addition, the Contractor shall advise their employees of their roles and responsibilities identified by the EMS and how these requirements affect their work performed under this contract.

In the event of any environmental nonconformance or noncompliance associated with the contracted services, the contractor shall take corrective and/or preventative actions. In the event of any noncompliance with any federal, state, or local environmental law, regulation or requirement, the Contractor shall immediately respond by taking all appropriate corrective action and notifying the Contracting Officer’s Representative (COR) and the EMS Manager. For any nonconformance with the EMS , the Contractor shall take corrective action and initiate further preventative action, as required by the EMS Manager.

All on-site contractor personnel shall complete yearly EPA-sponsored environmental training specified for the type of work conducted on-site. Upon contract award, the COR will notify the EMS Manager to arrange EMS training for appropriate staff.

Additionally, when ordering supplies for use on NRL or for use by NRL personnel, all contractor personnel must favor energy-efficient, recycled or reclaimed material whenever practicable.

The responsibilities of all contractor personnel include, but are not limited to:

- (1) Recycling all eligible material, including glass, paper (including magazines), plastic, aluminum, and cardboard to the maximum extent practicable;
- (2) Reducing the amount of hazardous material and/or solvent used by purchasing fewer hazardous materials and by increasing the use of products with recycled content;
- (3) Reducing the amount of solid waste from construction and demolition debris, and scrap metal sent to municipal and rubble landfills by reducing, reusing, and recycling; and
- (4) Conserving energy and water usage by turning off lights and equipment when not in use and using only the necessary amount of water needed to complete the required tasks. Continuous conservation of our natural resources is a must.

Any questions regarding EMS may be directed to the NRL EMS Manager.

**(b) Pollution Protection**

The contractor shall comply with all applicable Federal, state and local environmental laws and regulations including, but not limited to, the Clean Water Act, Clean Air Act, Resource Conservation and Recovery Act, and the National Historic Preservation Act. The contractor shall be aware that Environmental Protection Agency (EPA), Department of Defense, or NRL inspections and audits may include questioning of the contractor personnel that are working with or have knowledge of hazardous materials and hazardous waste. Contractors are required to provide and have environmental training commensurate with their responsibilities and maintain the appropriate environmental documentation for Federal, state and local regulators.

**15. WEIGHT HANDLING EQUIPMENT AND OPERATION**

Contractor crane and forklift operations shall comply with NAVFAC P-307 (as revised), Management of Weight Handling Equipment and OSHA requirements.

**16. BIOLOGICAL SAFETY**

Contractors who perform biological research work on site at NRL-DC and /or NRL-CBD shall comply with NRLINST 5100.1 (as revised) *Biological Safety*. These contractors shall provide the COR or AGR and the NRL Biosafety Committee with proof of compliance with OPNAVINST 5100.23 (as revised), 29 CFR 1910.1030, Bloodborne Pathogens and NRL Bloodborne Pathogen Exposure Control Plan and documentation for laboratory specific biological training required under 29 CFR 1910.1450, Occupational Exposure To Hazardous Chemicals In Laboratories

**C-4 SUBCONTRACTING PLAN**

Subcontracting Plan \_\_\_\_\_ dated \_\_\_\_\_ is attached as Attachment J-#.

*(\*this clause will be included and completed at time of award, if applicable)*

**SECTION D  
PACKAGING AND MARKING**

**D-1 PACKAGING AND MARKING**

All unclassified data shall be preserved, packaged, packed and marked and must conform to normal commercial packing standards to assure safe delivery at destination. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated February 28, 2006 and the DD 254 - Contract Security Classification Specification.

**SECTION E  
INSPECTION AND ACCEPTANCE**

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

**FAR CLAUSE    TITLE**

52.246-9       -    Inspection of Research and Development (Short Form) (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 OF PERFORMANCE**

- (a) The effective period of this contract during which delivery orders/task orders may be issued is from date of contract award through three years..
- (b) Each delivery/task order shall specify the period of performance.
- (c) All deliverables required by each Contract Line Item (CLIN) under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington DC 20375-5320, consigned to:

Contracting Officer's Representative

\*

Naval Research Laboratory

Contract Number: \*

Delivery Order Number: \_\_\_\_\_

Code: \*

4555 Overlook Avenue, SW  
Washington, DC 20375-5320

**F-3 PLACE OF PERFORMANCE**

The principal place of performance of this contract shall be NRL, Washington, DC.

**SECTION G  
CONTRACT ADMINISTRATION DATA**

**G-1 CONTRACT ADMINISTRATION**

In order to expedite administration of this contract, the following delineation of duties is provided including the names and contact information for each individual or office specified. Contact the individual/position designated as having responsibility for any questions, clarifications or information regarding the functions assigned herein.

- a. The Contract Administration Office (CAO) designated in Block 20A on the Standard Form 26 is responsible for all matters specified in FAR 42.302(a) and DFARS 242.302(a), except in those areas otherwise designated herein.

The ACO shall direct procuring agency inquiries as follows:

Contract Specialist Kirsten Pilkerton, Code 3230, (202) 767-3090,

[kirsten.pilkerton@nrl.navy.mil](mailto:kirsten.pilkerton@nrl.navy.mil)

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

Safety Matters – Head Safety Branch, Code 3540, (202) 767-2232, email [safety@nrl.navy.mil](mailto:safety@nrl.navy.mil).

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

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

- b. Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below:  
None.

- c. Inquiries regarding payment should be referred to DFAS at <http://www.dod.mil/dfas/contractorpay/myinvoice.html>

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

\* is hereby designated as the Contracting Officer's Representative (COR). 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 re-delegated. 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. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor via contract modification.

- a. The responsibilities and limitations of the COR are as follows:
  1. The COR is responsible for:

- A. Providing technical direction and guidance as necessary with respect to the performance of work under this contract. Technical direction and guidance may be used to provide technical advice/recommendations/clarifications on the statement of work/specifications. It MAY NOT be used to tell the contractor how to perform the work.
- B. Submitting interim and final Contractor Performance Assessment Reports (CPARS) at [www.cpars.csd.disa.mil/cparsmain.htm](http://www.cpars.csd.disa.mil/cparsmain.htm).
- C. Quality assurance of services performed or deliveries made
- D. Inspection and acceptance of services or deliverables
- E. Ensuring that Government Furnished Property, to include any contractor use of on-site equipment and/or IT resources is adequately monitored and accounted for.
- F. Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes.
- G. Monitoring contractor's performance and promptly report problems and recommendations for corrective action to the PCO
- H. Annually, furnish a written report on performance of the contractor to the PCO. And, if deemed necessary, attending a follow-up meeting to discuss.
- I. Attend post award conference, if conducted.
- J. Ensuring a copy of all Government technical correspondence, to include Technical Direction Memorandums/Guidance, is forwarded to the PCO for placement in the contract file.
- K. Monitoring of funds expended
- L. Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

2. Limitations: The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

### **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, at a minimum, 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,
  - (5) The type of work to be performed, i.e., (a) SETA support or (b) R&D work,
  - (6) A reference to the appropriate CLIN or SubCLIN,
  - (7) The anticipated level of effort, materials and travel expected as a result of the TDM,
  - (8) The JON, Program Element, and associated dollar amount, and
  - (9) The signature of the COR
- (f) CORs shall provide a copy of each TDM with the necessary increment of funds to the Contracting Officer for retention in the official contract file. 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 clause, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after its receipt.

**G-4 SUBCONTRACTORS/CONSULTANTS**

- (a) Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).
- (b) (Paragraph (j) of FAR 52.244-2 is filled in as follows. The following subcontractor/consultants have been identified in the Contractor's proposal as necessary for performance of this contract and were evaluated during negotiations:

**Subcontractor/Consultant Name**

**Estimated Total Cost**

**G-5 INCREMENTAL FUNDING**

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

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

**G-6 INFORMATIONAL SUBLINE ITEMS**

It is anticipated that the research and development services performed under this contract will be paid for from multiple sources of funds. Informational subline items will be established as necessary to identify each accounting citation classification.

**G-7 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

In accordance with PGI 204.7108, clauses 252.204-0001 through 0011 are not applicable to this contract; therefore, use PGI 204.7108(d)(12) Other and pay as follows: 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. The non-standard clause (d)(12) Other provides a significantly better reflection of how funds will be expended in support of contract performance.

**G-8 252.232-7006 – WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

(a) *Definitions.* As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

- (1) Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and

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(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

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*(Contracting Officer: Insert applicable document type(s).)*

*Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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*(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)*

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	
Issue By DoDAAC	N00173
Admin DoDAAC	
Inspect By DoDAAC	N00173

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Ship To Code	N00173
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

[\\*\\*@nrl.navy.mil](mailto:**@nrl.navy.mil)

*(Contracting Officer: Insert applicable email addresses or “Not applicable.”)*

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

Donna Washington: [donna.washington@nrl.navy.mil](mailto:donna.washington@nrl.navy.mil) or 202-767-0547

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*(Contracting Officer: Insert applicable information or "Not applicable.")*

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

#### **G-9 ACCOUNTING AND APPROPRIATION DATA**

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

#### **G-10 TASK ORDER PROCEDURES FOR INDEFINITE QUANTITY CONTRACTS**

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

- (a) Only properly appointed Contracting Officers employed at the Naval Research Laboratory (NRL) shall issue task orders under this contract.
- (b) A DD Form 1155 will be issued for each task order. The DD Form 1155, "Order for Supplies or Services", shall constitute the instrument for the placement of requirements under this contract.
- (c) Each task order shall be subject to FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds clause, as appropriate. Each task order is subject to the terms and conditions of the clause in Section H entitled, "Level of Effort Task Orders".
- (d) Prior to the issuance of a task order, the contractor will be provided with the statement of work and shall promptly submit a cost proposal for performing the work. The fixed fee shall be in the same proportion to the estimated cost for each task order as the maximum fixed fee is to the maximum estimated cost for the contract as set forth in Section B.
- (e) Task orders issued shall include, but not be limited to, the following information:
  - (1) Date of Order
  - (2) Contract Number and Task Order Number
  - (3) Accounting and Appropriation Data
  - (4) Description of the Work to be Performed
  - (5) Level of Effort
  - (6) DD Form 1423 (Contract Data Requirements List)
  - (7) Place of Performance
  - (8) Period of Performance
  - (9) Estimated Cost Plus Fixed Fee
  - (10) DD Form 254 (Contract Security Classification Specifications)

- (11) List of Government furnished material and the estimated value thereof for each order.
- (f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order.

**G-11 INFORMATION REQUIRED FOR SUBMISSION OF EACH ORDER**

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

**G-12 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (DFARS PG&I 204.7108(D)(12))**

PGI 204.7108, clauses 252.204-0001 through 0011 are not applicable to these orders; therefore, use PGI 204.7108(d)(12) Other and pay as follows: 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.

**SECTION H  
SPECIAL CONTRACT REQUIREMENTS**

**H-1 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

**H-2 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-3 GOVERNMENT- FURNISHED PROPERTY**

The following Government property will be furnished to the contractor on a rent-free basis for use in performing the contract:

*(To be completed at time of award, as required)*

### **H-4 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor's ORCA Representations and Certifications valid from to are incorporated herein by reference.

The Contract Specific Representations and Certifications submitted by the contractor for this award are hereby incorporated by reference.

### **H-11 ORGANIZATIONAL CONFLICTS OF INTEREST**

(a) Definitions.

The term "contractor" includes the Contractor and its employees, affiliates, marketing consultants (if any), consultants, and subcontractors at all tiers.

"Organizational Conflict of Interest" ("OCI") means that 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. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

"Marketing consultant," means any independent contractor who furnishes advice, information, direction, or assistance to an offeror or any other contractor in support of the preparation or submission of an offer for a Government contract by that offeror. An independent contractor is not a marketing consultant when rendering— (1) Services excluded in FAR Subpart 37.2; (2) Routine engineering and technical services (such as installation, operation, or maintenance of systems, equipment, software, components, or facilities); (3) Routine legal, actuarial, auditing, and accounting services; and (4) Training services.

(b) In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal

Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.

(c) It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.

(d) The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.

(1) Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.

(2) The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.

(3) Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

(e) The Contractor shall apply this clause to any subcontractors or consultants who: have access to proprietary information received or generated in the performance of this Contract; and/or, who participate in the development of data, or participate in any other activity related to this Contract which is subject to the terms of this clause at the prime contractor level.

(g) The Contractor agrees that it and its subcontractors at all levels shall use reasonable diligence in protecting proprietary data/information that is received or generated in performance of this Contract in accordance with this clause and any other clause of this Contract pertaining to the nondisclosure of information. The Contractor further agrees that neither it nor its subcontractors will willfully disclose proprietary data/information that is received or generated in the performance of this Contract without the prior permission of the Contracting Officer, and that proprietary information shall not be duplicated, used or disclosed, in whole or part, for any purpose other than to accomplish the work required by the Contract.

(f) The Contractor and its Subcontractors at all levels shall inform their employees that they are required to comply with the applicable requirements and restrictions contained in: restrictive markings applicable to data/information that they receive or generate in

the performance of this Contract; FAR Subpart 9.5 pertaining to actual or potential OCIs; FAR 3.104 pertaining to requirements and restrictions under the Procurement Integrity Act; and, Defense FAR Supplement (DFARS) 252.204-7000 pertaining to "Disclosure of Information."

(h) The Contractor agrees to enter into written agreements with all companies whose proprietary data it shall have access to and to protect such data from unauthorized use or disclosure as long as it remains proprietary. The Contractor shall furnish to the Contracting Officer copies of these written agreements. The Contractor agrees to protect the proprietary data and rights of other organizations disclosed to the Contractor during performance of this Contract with the same caution that a reasonably prudent Contractor would use to safeguard its own highly valuable property. The Contractor agrees to refrain from using proprietary information for any purpose other than that for which it was furnished.

(i) The Contractor shall not distribute reports, data or information of any nature received or arising from its performance under this Contract, except as provided by this Contract or as may be directed by the Contracting Officer.

(j) The Contractor agrees that if in the performance of this Contract it discovers a potential OCI, a prompt and full disclosure shall be made in writing to the Contracting Officer. This disclosure shall include a description of the actions the Contractor has taken, or proposes to take, to avoid or mitigate such conflicts.

## **H-12 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION**

Data includes all data, information and software, regardless of the medium (e.g. electronic or paper) and/or format in which the data exists, and includes data which is derived from, based on, incorporates, includes or refers to such data. In the course of performing this Contract, the Contractor may be or may have been given access to: Source Selection Information [as defined in Federal Acquisition Regulation (FAR) 3.104]; data that has been assigned (or data that is generated by the Contractor that should be assigned) a contractually required or other Government distribution control (such as a Distribution Statement prescribed in DoD Directive 5230.24); and/or data that has been given a restrictive legend by the source of the data such as "business sensitive," "proprietary," "confidential," or word(s) with similar meaning that impose limits on the use and distribution of the data (see for example FAR 52.215-1(e)). All such data with limitations on use and distribution are collectively referred to herein as "protected data."

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION." As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the

restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

Any unauthorized use, disclosure or release of protected data may result in substantial criminal, civil and/or administrative penalties to the Contractor or to the individual who violates a restriction on use or distribution of protected data. Any agreement with another company regarding access to that company's protected data shall not create any limitation on the Government or its employees with regard to such data. A copy of each executed company and individual non-disclosure agreement relating to this Contract shall be provided to the Contracting Officer's Representative (COR).

Appropriate restrictive legends will be included by the Contractor on any copies and reproductions made of all or any part of the protected data and any data that is derived from, based upon, incorporates, includes or refers to the protected data. When the Contractor's need for such protected data ends, the protected data shall be returned promptly to the source of the protected data with notice to the COR. However, the obligation not to use, disclose, release, reproduce or otherwise provide or make available such protected data, or any portion thereof, shall continue, even after completion of the Contract, for so long as required by the terms of any agreement pertaining to the protected data between the Contractor and the source of the protected data, or (in the case of Government information) for so long as required by applicable law and regulation. Any actual or suspected unauthorized use, disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer's Representative (COR).

### **H-13 LEVEL OF EFFORT TASK ORDERS**

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

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

(c) If, during the term of the task order, the Contractor finds it necessary to accelerate the expenditure of direct labor under the task order to such an extent that the total hours of effort specified would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fixed fee together with an offer setting forth a proposed level of effort, cost breakdown, and proposed fixed-fee for continuation of the work until expiration of the term of the task order. If the maximum amount specified in the contract is not adequate to accommodate the anticipated accelerated expenditure of direct labor, the Contractor shall also include in its offer a proposed increase of the maximum amount, cost breakdown, and proposed fixed-fee for the increase. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by modification of the order and, if necessary, the contract.

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

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

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

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 the task order shall have been expended, at no increase in the fixed fee of the task order.

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

(h) Notwithstanding any of the provisions of the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total direct labor hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is

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required, and no adjustment in the fixed-fee shall be made provided that the Contractor has delivered at least 95% of the level of effort specified in the task order.

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

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

**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**

<b>FAR CLAUSE</b>	<b>TITLE</b>
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 (Oct 2010)
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 (Oct 2010)
52.203-13	- Contractor Code Of Business Ethics And Conduct (Apr 2010)
52.204-2	- Security Requirements (AUG 1996)
52.204-4	- Printed Or Copied Double-Sided On Recycled Paper (MAY 2011)
52.204-7	- Central Contractor Registration (AUG 2012)
52.204-9	- Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.204-10	- Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
52.209-6	- Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010)
52.209-9	- Updates of Information Regarding Responsibility Matters (JAN 2011)
52.209-10	- Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.211-15	- Defense Priority And Allocation Requirements (APR 2008)
52.215-2	- Audit And Records-Negotiation (OCT 2010)
52.215-8	- Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	- Price Reduction For Defective Cost Or Pricing Data (AUG 2011)
52.215-11	- Price Reduction For Defective Cost Or Pricing Data - Modifications (AUG 2011)

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- 52.215-12 - Subcontractor Cost Or Pricing Data (OCT 2010)
- 52.215-13 - Subcontractor Cost Or Pricing Data Modifications (OCT 2010)
- 52.215-15 - Pension Adjustments And Asset Reversions (OCT 2010)
- 52.215-17 - Waiver Of Facilities Capital Cost Of Money (OCT 1997)  
(will be included if the successful offeror does not propose facilities capital cost of money)
- 52.215-18 - Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (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 2010)
- 52.215-22 - Limitations On Pass-Through Charges--Identification Of Subcontract Effort (Oct 2009)
- 52.215-23 - Limitations on Pass-Through Charges. (OCT 2009)
- 52.216-7 - Allowable Cost And Payment (JUN 2011) (fill in 30th)
- 52.216-8 - Fixed-Fee (JUN 2011)
- 52.216-24 - Limitation of Government Liability (APR 1984)
- 52.219-4 - Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 2011)  Offeror elects to waive the evaluation preference.
- 52.219-8 - Utilization Of Small Business Concerns (JAN 2011)
- 52.219-9 - Small Business Subcontracting Plan (JAN 2011)
- 52.219-16 - Liquidated Damages-Subcontracting Plan (JAN 1999)
- 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 Veterans (SEP 2010)
- 52.222-36 - Affirmative Action For Workers With Disabilities (OCT 2010)
- 52.222-37 - Employment Reports On Veterans (SEP 2010)
- 52.222-40 - Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)
- 52.222-41 - Service Contract Act of 1965 (NOV 2007) *Electrical/Mechanical Technician, Laboratory Equipment Technician and Manufacturing Technician/Specialist Positions Only*
- 52.222-50 - Combating Trafficking In Persons (FEB 2009)
- 52.222-54 - Employment Eligibility Verification (JUL 2012)
- 52.223-3 - Hazardous Material Identification And Material Safety Data (JAN 1997)
- 52.223-5 - Pollution Prevention And Right-To-Know Information (MAY 2011)
- 52.223-6 - Drug-Free Workplace (MAY 2001)
- 52.223-10 - Waste Reduction Program (MAY 2011)
- 52.223-14 - Toxic Chemical Release Reporting (AUG 2003)
- 52.223-18 - Encouraging Contractor Policies to Ban Text Messaging While Driving

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- (AUG 2011)
- 52.225-13 - Restrictions On Certain Foreign Purchases (JUNE 2008)
  - 52.227-1 - Authorization And Consent (DEC 2007)- Alternate I (DEC 2007)
  - 52.227-2 - Notice And Assistance Regarding Patent And Copyright Infringement (DEC 2007)
  - 52.227-10 - Filing Of Patent Application- Classified Subject Matter (DEC 2007)
  - 52.227-11 - Patent Rights - Ownership by the Contractor (DEC 2007)
  - 52.228-7 - Insurance - Liability To Third Persons (MAR 1996)
  - 52.230-2 - Cost Accounting Standards (OCT 2010)
  - 52.230-3 - Disclosure And Consistency Of Cost Accounting Practices (OCT 2008)
  - 52.230-6 - Administration Of Cost Accounting Standards (Jun 2010)
  - 52.232-9 - Limitation On Withholding Of Payments (APR 1984)
  - 52.232-17 - Interest (OCT 2010)
  - 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 2008)
  - 52.232-25 - Prompt Payment (OCT 2008) Alternate I (FEB 2002)
  - 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)
  - 52.237-3 - Continuity Of Services (JAN 1991)
  - 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 V (APR 1984)
  - 52.244-2 - Subcontracts (OCT 2010) - Alternate I (JUN 2007)
  - 52.244-5 - Competition In Subcontracting (DEC 1996)
  - 52.244-6 - Subcontracts For Commercial Items (DEC 2010) *Alternate I (Jun 2010)*.
  - 52.245-1 - Government Property (APR 2012)
  - 52.245-9 - Use And Charges (APR 2012)
  - 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)
  - 52.247-63 - Preference For U. S. Flag Air Carriers (JUN 2003)
  - 52.249-6 - Termination (Cost-Reimbursement) (MAY 2004)

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- 52.249-14 - Excusable Delays (APR 1984)
- 52.251-1 - Government Supply Sources (APR 2012)
- 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)
- 252.203-7000 - Requirements Relating to Compensation of Former DOD Officials (SEP 2011)
- 252.203-7001 - Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2008)
- 252.203-7002 - Requirement To Inform Employees Of Whistleblower Rights (JAN 2009)
- 252.203-7003 - Agency Office of the Inspector General (APR 2012)
- 252.203-7004 - Display of Fraud Hotline Poster(s) (SEP 2011)
- 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)
- 252.204-7005 - Oral Attestation Of Security Responsibilities (NOV 2001)
- 252.204-7008 - Export-Controlled Items. (Apr 2010)
- 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)
- 252.211-7003 - Item Identification And Valuation (DEC 2011) (*fill in none in (c)(1)(ii) and (c)(1)(iii) )*)
- 252.211-7007 - Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
- 252.211-7008 - Use of Government-Assigned Serial Numbers (SEP 2010)
- 252.215-7000 - Pricing Adjustments (DEC 1991)
- 252.215-7002 - Cost Estimating System Requirements (MAY 2011)
- 252.217-7027 - Contract Definitization (OCT 1998)
- 252.219-7003 - Small Business Subcontracting Plan (DoD Contracts) (JUN 2012)
- 252.223-7004 - Drug-Free Work Force (SEP 1988)
- 252.223-7006 - Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 2012)
- 252.225-7001 - Buy American Act And Balance Of Payments Program (JUN 2012)
- 252.225-7002 - Qualifying Country Sources As Subcontractors (JUN 2012)
- 252.225-7006 - Quarterly Reporting Of Actual Contract Performance Outside The United States (Oct 2010)
- 252.225-7012 - Preference For Certain Domestic Commodities (JUN 2012)
- 252.225-7013 - Duty Free Entry (JUN 2012)

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- 252.226-7001 - Utilization of Indian Organizations, Indian-Owned Economic Enterprises, And Native Hawaiian Small Business Concerns (SEP 2004)
- 252.227-7013 - Rights In Technical Data -- Noncommercial Items (FEB 2012)
- 252.227-7014 - Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation (FEB 2012)
- 252.227-7016 - Rights In Bid Or Proposal Information (JAN 2011)
- 252.227-7025 - Limitations On The Use Or Disclosure Of Government-Furnished Information Marked With Restrictive Legends (MAR 2011)
- 252.227-7030 - Technical Data--Withholding Of Payment (MAR 2000)
- 252.227-7037 - Validation Of Restrictive Markings On Technical Data (APR 2012)
- 252.227-7038 - Patent Rights-Ownership By The Contractor (Large Business) (DEC 2007)
- 252.227-7039 - Patents--Reporting Of Subject Inventions (APR 1990)
- 252.231-7000 - Supplemental Cost Principles (DEC 1991)
- 252.232-7003 - Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
- 252.232-7010 - Levies On Contract Payments (DEC 2006)
- 252.235-7010 - Acknowledgment Of Support And Disclaimer (MAY 1995)
- 252.235-7011 - Final Scientific Or Technical Report (NOV 2004)
- 252.242-7004 - Material Management And Accounting System (MAY 2011)
- 252.242-7005 - Contractor Business Systems (MAY 2011)
- 252.242-7006 - Accounting System Administration (FEB 2012)
- 252.243-7002 - Requests For Equitable Adjustment (MAR 1998)
- 252.244-7000 - Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (JUN 2012 )
- 252.244-7001 - Contractor Purchasing System Administration (JUN 2012)
- 252.245-7001 - Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
- 252.245-7002 - Reporting Loss of Government Property (APR 2012)
- 252.245-7003 - Contractor Property Management System Administration (APR 2012)
- 252.245-7004 - Reporting, Reutilization, and Disposal (APR 2012)
- 252.246-7001 - Warranty Of Data (DEC 1991)
- 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 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than 40 hours, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

- (b) *Maximum order.* The Contractor is not obligated to honor -
- (1) Any order for a single item in excess of 40,000 hours;
  - (2) Any order for a combination of items in excess of 55,000 hours; or
  - (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I-3 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after six months of the effective period.

**I-4 FAR 52.217-8 - OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within the period of performance of the contract. [.

(End of Clause)

**I-5 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2012)**

(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/content/table-small-business-size-standards>.

(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-6 FAR 52.223-11 - OZONE-DEPLETING SUBSTANCES (MAY 2001)**

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

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

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

WARNING

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

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

**I-7 DFARS 252.216-7006 ORDERING (MAY 2011)**

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

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

(c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

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

**SECTION J  
LIST OF ATTACHMENTS**

**J-1** Attachment (1) - Statement of Objectives - 11 Pages, with Exhibit A, DD Form 1423, Contract Data Requirements List, 1 Page.

**J-2** Attachment (2) – Small Business Plan, dated . \*

**J-3** Attachment (3) - DD Form 254, Contract Security Classification Specification, Ser 085-12 Dated 20120814 w/Attachments 2 Pages.

**J-4** Attachment (4) – Wage Determination 05-2103, Revision 12, 10 Pages.

*(\* 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 52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is 541712.

(2) The small business size standard is 500 employees.

(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 (d) 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 (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

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

(c)

(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

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(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvi) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

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(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,494, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,494 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

*[Contracting Officer check as appropriate.]*

\_\_\_ (i) 52.219-22, Small Disadvantaged Business Status.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

\_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

\_\_\_ (iv) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

\_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

\_\_\_ (vi) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

\_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website accessed through <https://www.acquisition.gov> . After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision 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.

(End of Provision)

**K-3 52.209-7 –INFORMATION REGARDING RESPONSIBILITY MATTERS (JAN 2011)**

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceeding at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror  has  does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more;  
or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

**K-4 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)**

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 \$650,000 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.

**SOLICITATION NUMBER N00173-13-R-KS02**

(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 subparagraph (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

**SOLICITATION NUMBER N00173-13-R-KS02**

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

Yes       No

(End of Provision)

*Alternate I (Apr 1996).* As prescribed in 30.201-3(b), add the following subparagraph (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.

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.

**K-6 252.204-7007 - ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS. (JUL 2012)**

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

**SOLICITATION NUMBER N00173-13-R-KS02**

(d)(1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:

- (i) [252.209-7001](#), Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (ii) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.
- (iii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.
- (vi) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.
- (vii) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in ORCA are applicable to this solicitation as indicated by the Contracting Officer: *[Contracting Officer check as appropriate.]*

- \_\_\_\_(i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.
- \_\_\_\_(ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.
- \_\_\_\_(iii) [252.225-7020](#), Trade Agreements Certificate.  
\_\_\_\_ Use with Alternate I.
- \_\_\_\_(iv) [252.225-7022](#), Trade Agreements Certificate—Inclusion of Iraqi End Products.
- \_\_\_\_(v) [252.225-7031](#), Secondary Arab Boycott of Israel.
- \_\_\_\_(vi) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.  
\_\_\_\_ Use with Alternate I.  
\_\_\_\_ Use with Alternate II.

**SOLICITATION NUMBER N00173-13-R-KS02**

\_\_\_\_\_ Use with Alternate III.

\_\_\_\_\_ Use with Alternate IV.

\_\_\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision 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 provision 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/DFARS Provision #	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.

(End of provision)

**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>

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
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)
52.215-16	- Facilities Capital Cost Of Money (JUN 2003)
52.237-10	- Identification Of Uncompensated Overtime (OCT 1997)

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.209-7001-	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
252.215-7008	- Only One Offer (JUN 2012)

**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: Jeannine Beavers, Code 3230**

**RFP No. N00173-13-R-KS02      Closing Date: 12/17/2012      Time: 12:00 Noon Local**  
**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 [here](#).

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, 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 2010)**

(a) *Exceptions from cost or pricing data.* (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) *Identification of the law or regulation establishing the price offered.* If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) *Commercial item exception.* For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(B) For market priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) *Requirements for certified cost or pricing data.* If the offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(1) The offeror shall prepare and submit certified cost or pricing data, and data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed in FAR 15.406-2.

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

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract with Cost Plus Fixed Fee Level of Effort task orders 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 DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**

- (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 Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation 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 Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation 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 Innovation 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****
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**SOLICITATION NUMBER N00173-13-R-KS02**

(List)*****	(List)	(List)	(List)
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- \* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.
- \*\* Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.
- \*\*\* Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).
- \*\*\*\* Corporation, individual, or other person, as appropriate.
- \*\*\*\*\* Enter "none" when all data or software will be submitted without restrictions.

Date \_\_\_\_\_  
 Printed Name and Title \_\_\_\_\_  
 Signature \_\_\_\_\_

(End of identification and assertion)

- (e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.
- (f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

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

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

attachment shall identify - -

- (a) The contract number under which the data or software were produced;
- (b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and
- (c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

#### **L-9 GOVERNMENT-FURNISHED PROPERTY**

No material, labor, or facilities will be furnished by the Government unless requested by the Contractor and provided for in the contract. If Government-Furnished Property is required for the performance of this effort, the Contract shall clearly identify what is required and the time it is necessary for uninterrupted performance of the effort.

#### **L-10 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 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-11 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 Objectives, company's organization and accounting structure, and proposed cost estimate. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

#### **L-12 SECURITY REQUIREMENTS**

Access to classified information is not required to submit a proposal for this Statement of Objectives. However, prospective offerors shall have the required facility clearance in accordance with attached DD254 at the time of proposal and personnel available with final DoD granted personnel security clearances required for performance of the contract.

#### **L-13 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES**

## SOLICITATION NUMBER N00173-13-R-KS02

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

Labor Categories	Hours/Year	Total Hours
Senior Scientist/Engineer	5,550	16,650
Intermediate Scientist/Engineer	5,550	16,650
Scientist/Engineer	7,400	22,200
Electrical/Mechanical Technician	1,850	5,550
Laboratory Equipment Technician	1,850	5,550
Manufacturing Technician/Specialist	3,700	11,100

### L-14 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 4 COPIES.

(1) The offeror must propose the labor categories in accordance with the Level of Effort Breakdown in Section L-13. If the offeror uses labor category terminology other than that used in Section L-13, 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

The offeror shall provide convincing proof that it has, or has the ability to obtain, personnel with relevant experience in the scientific and technical areas described in the Statement of Objectives. These are highly specialized fields and personnel without actual experience in these areas are not acceptable. The Statement of Objectives sets forth the qualifications. It is essential for the offeror to demonstrate that all key personnel have obtained a TOP SECRET clearance. The proposal shall indicate the specific personnel to be assigned to this effort, their background and pertinent experience, and the amount of effort each will be performing on this contract. This will include the education level, experience (both general and project related), and availability of sufficient key project professional and technical personnel by the prime contractor as well as any proposed subcontractors.

#### MANAGEMENT CAPABILITY

The offeror shall document their proposed Management Approach by providing the following:

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1. Management Plan Description. Offerors shall provide a narrative description of their management strategy for the effort including organizational structure, corporate commitment, communication approach, feedback approach, corrective action procedures, short notice response capability, and plan for long term tasks. This description should highlight the framework in which the proposed Performance Work Statement (PWS) and Quality Assurance Surveillance Plan (QASP) will work together to assure successful accomplishment of the objectives described in the Statement of Objectives.
2. Performance Work Statement. Offerors shall provide a PWS that describes the manner by which the objectives listed in the Statement of Objectives (SOO) are to be achieved. It shall describe the offeror's desired results in clear, specific and objective terms with measurable outcomes. The offeror shall provide a matrix which shows linkage between the SOO and proposed PWS.
3. Quality Assurance Surveillance Plan. Offerors shall provide a QASP that details the specific criteria against which their performance will be assessed by the Government. The criteria should be measurable and the proposed plan shall describe the means that will be utilized to measure performance.

### COMPANY EXPERIENCE

Offerors shall provide a narrative description of company experience on projects with scientific and technical tasks similar to those required in the Statement of Objectives. This description shall clearly show the relationship between the company's experience and the tasks required under the Statement of Objectives, the particular sciences addressed, and provide details such as project descriptions and identification of the sponsoring agencies.

### L-15 VOLUME II - BUSINESS PROPOSAL

REQUIRED COPIES: 1 ORIGINAL AND 1 COPY, AS WELL AS AN ELECTRONIC COPY COMPATIBLE WITH MICROSOFT OFFICE.

#### (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. Include the specific address where financial records used to prepare this proposal are maintained.

The contractor shall furnish a copy of the cost proposal to their cognizant DCAA office. The cover page of the proposal shall clearly indicate the RFP Number, the Contracting Officer's name and phone number and the following statement:

**“The Contracting Officer has directed that this advance copy be sent to you in anticipation of the RATE CHECK that will be requested in order to determine cost realism in accordance with FAR 15.305 and 15.404(d).”**

The following travel and material estimates are for evaluation purposes only. The government estimates the travel costs for this effort to be \$114,748 per year and the material costs to be \$50,000 per year. All offers will be evaluated using the estimated amounts provided above plus applicable indirect costs. However, the offeror is advised that NRL does not intend to allow fee for travel and material costs.

(2) SMALL BUSINESS PARTICIPATION

(a) In addition to complying with the clause at FAR 52.219-9, Small Business Subcontracting Plan (JAN 2011) with its Alternate II (OCT 2001), 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) All offerors are required to submit Small Business Participation Plan information in accordance with DFARS 215.304 that shall include the following:

1. Total Contract Value (including options): \$\_\_\_\_\_
2. Dollar Value of your participation as a prime contractor:  
\$\_\_\_\_\_
3. Dollar Value and Percentage of Total Contract Value of Subcontracts Planned for:

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	Dollar Value	Percentage of Total Contract Value
Large Business	\$	%
Total Small Business	\$	%
Small Non-Disadvantaged Small Business	\$	%
Small Disadvantaged Small Business	\$	%
Woman-Owned Small Business	\$	%
Service-Disabled Veteran-Owned Small Business	\$	%
HUBZone Small Business	\$	%

Each percentage above shall be accompanied by detailed supporting documentation regarding individual commitments. Detailed explanations shall also be provided when the percentage falls short of the DoD goals.

NOTE: The sum of the dollar values and percentages of Small Non-Disadvantaged and Small disadvantaged Businesses should equal the Total Dollar Value entry for the Total Small Business Participation category. However, the sum of all the percentages under Paragraph 3 need not equal 100% since the prime is not included and because individual subcontractors may be counted towards more than one category. All percentages should use the TOTAL CONTRACT VALUE as a baseline.

a. List principal supplies/services (be specific) to be subcontracted to:

	Name of Company	Type of Service/Supply
Large Business		
Total Small Business		
Small Non-Disadvantaged Small Business		
Small Disadvantaged Small Business		
Woman-Owned Small Business		
Service-Disabled Veteran-Owned Small Business		
HUBZone Small Business		

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NOTE: For purposes of subcontracting, Historically Black Colleges and Universities/Minority Institutions (HBCUs/MIs) are considered as disadvantaged and should be broken out separately.

- b. Prior Performance Information: Provide any information substantiating the Offeror's track record of utilizing small business on past contracts. Any information concerning long-term relationships with Small Business subcontractors, such as mentor-protégé relationships should be provided.
- c. Extent of Commitment: Provide documentation regarding enforceable commitments to utilize any small business category, as defined in FAR Part 19 as subcontractors.

### (3) PAST PERFORMANCE

(a) Offerors shall submit the following information as part of their proposal.

A list of the last five (5) contracts or subcontracts completed by the offeror or predecessor companies and its major subcontractors during the past five (5) years for contracts similar in nature to this requirement. Include, in the five (5), any current contracts or subcontracts for **similar size, scope and complexity** to the requirements stated in Section C. Contracts listed may include those entered into by other departments and agencies of the Federal Government, contracts with state and local governments, and contracts with commercial customers. References will be checked; therefore it is the responsibility of the Offeror to ensure that all Point of Contact information is current and accurate.

The list must include the following information at a minimum:

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's name and telephone number

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.

(b ) For any contracts and/or subcontracts included in the list, the offeror may provide narrative information on problems encountered on the contracts and subcontracts and corrective actions taken to resolve those problems. The offeror should not provide general information on its performance or performance of proposed major subcontractors on the identified contracts and subcontracts as performance information will be obtained from the references.

(c) Past Performance Report. The Offeror shall provide the Past Performance Report, located at <http://heron.nrl.navy.mil/contracts/pastperf.htm>, to the representative for each of the contracts cited in Section J, Attachment J-6. The offeror shall request that the representative complete the questionnaire and submit it directly to the Government. Completed past performance reports may be submitted electronically to the Contracting Officer. Reports must be received by no later than the date/time established for the receipt of proposals.

NOTE: The Government reserves the right to use data provided in the Offeror's proposal and data obtained from other sources. Please note that references provided on classified contracts cannot be verified.

## **L-16 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST**

Pursuant to FAR 9.5 and the definitions provided therein:

### **(a) Definitions**

Organizational Conflict of Interest: FAR 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 primary purpose of this clause is to ensure that the Contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

(c) Description of the Effort

This contract is for research and development activities in support of various NRL Programs. In the performance of this contract, the contractor may be required to make certain findings, conclusions and recommendations to the Government. The Contractor may also be required to have access to other Contractor's proprietary data in order to make those findings, conclusions and recommendations to the Government. Because the Government requires total objectivity and impartiality in performance of this contract, the contractor must be free from any biased influences and interests which will impact, directly or indirectly, on the contractor's decision making process.

(d) Nature of Conflict

Areas of potential conflicts could include, but are not limited to, the following areas as defined in FAR 9.505:

1. Providing systems engineering and technical direction,
2. Preparing specifications or work statements,
3. Providing evaluation services, and
4. Obtaining access to proprietary information.

(e) Disclosure Statement

If the Offeror **is** aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have any unfair competitive advantage, the offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. If the Offeror **is not** aware of any circumstances of this nature, then the Offeror shall provide a statement stating such.

The government will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information will be used by the government to determine whether an award to the offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure of any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or

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misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the Government may terminate the contract for default, recommend that the contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the offeror or contractor shall be required to promptly correct the omission.

If the Contracting Officer determines that a potential conflict exists, the prospective offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of this clause are subject to negotiation.

**SECTION M  
EVALUATION FACTORS FOR AWARD**

**M-1 EVALUATION**

(a) Award will be made to the responsible offeror whose proposal is determined to provide the best overall value to the Government in accordance with the established criteria and rating methodology set forth in Section M-2 below.

(b) Selection will be based on a complete assessment of each offeror's technical proposal, past performance information and cost proposal. Within the best value continuum, the Government will employ a Price/Technical Tradeoff analysis of both price and non-price factors (FAR 15.101-1) in evaluating each proposal submitted. The Technical Factors are listed in decreasing order of importance. The non-price evaluation criteria (technical, past performance and small business participation), when combined, are significantly more important than cost or price. However, as non-price factors become closer in perceived value, cost considerations will become more important. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced offeror or other than the highest technically rated offeror.

(c) To be considered for award, a rating of no less than "Acceptable" must be achieved for the technical factors.

**M-2 EVALUATION FACTORS FOR AWARD**

Proposals will be evaluated in accordance with the following criteria. All evaluation factors other than cost or price, when combined, are significantly more important than cost or price.

(a) The following chart depicts the Evaluation Factors to be used:

Technical Factors
Personnel Qualifications
Management Approach
Company Experience
Non-Price Factors
Past Performance Factor
Small Business Factor
Cost Factor

(b) Adjectival Ratings/Definitions:

1. The following adjectival ratings and rating definitions will be used to assign an overall rating to each technical factor and the small business factor:

Table 1. Combined Technical/Risk Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

2 Definitions: The following definitions are provided to assist evaluators in the evaluation of each factor.

Definitions	
Strength	A proposed method or technique in the proposal that exceeds the solicitation requirements and is of value to the Government.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.
Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

(c) Rating Methodology

All proposals shall be subject to evaluation by a team of Government personnel.

1. The evaluation will be based on a complete assessment of the offeror’s technical proposal and business proposal. Technical is significantly more important than the non-price evaluation criteria, and when combined, are significantly more important than price. However, price becomes more important as technical and non-price factors become equal.

Technical proposals shall be evaluated on the following three (3) factors which are ranked in the following order of importance: Personnel Qualifications is more important than Management Approach, and Company Experience is the least important technical factor.

Other non-price proposals shall be evaluated on the following two (2) factors which are ranked in the following order of importance: the Past Performance factor is more important than the Small Business Participation factor.

2. Proposals will be assessed on how well each offeror’s proposal meets the solicitation requirements and the risks associated with the offeror’s approach. Determining how well the offeror’s proposal meets the solicitation requirements will be accomplished in the following manner: Discriminators will be identified for the proposals reflecting the unique strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government. In order to make a sound selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the strengths, weaknesses, and deficiencies (in terms of the evaluation criteria) will be utilized to facilitate the process of determining if each proposal meets the solicitation requirements, as well as which proposal presents the best overall value to the Government.

3. The offerors will receive one overall rating value for the technical and non-price evaluation factors. Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful offeror for award of the contract contemplated by this solicitation. The Contracting Officer may reasonably determine that the superior solution/approach merits a higher price, and therefore represents the best value to the Government. The Contracting Officer, using sound business judgment, will base the selection decision on the integrated assessment of the Offeror(s)' non-price factors and price factor measured against the evaluation criteria listed below:

4. Evaluation of Technical Factors:

#### PERSONNEL QUALIFICATIONS

The proposal will be evaluated on the offeror's demonstrated ability to provide personnel with: (1) the appropriate qualifications set forth in the Statement of Objectives, (2) actual relevant experience in the technical and scientific areas set forth in the Statement of Objectives, and (3) possession of a TOP SECRET clearance.

#### MANAGEMENT CAPABILITY

The proposal will be evaluated on its ability and methodology to meet or exceed contract management requirements necessary to achieve the performance objectives described in the Statement of Objectives (SOO). Evaluations will consider the proposed comprehensive management approach for the effort including management of personnel/subcontractors/consultants, contract administration and training/quality assurance. The proposal will also be evaluated on the extent to which both the Performance Work Statement (PWS) and Quality Assurance Surveillance Plan (QASP) proposed captures the SOO performance objectives and provide effective and measurable criteria to assist in realizing these performance objectives. Additionally, the extent to which an Offeror's proposal demonstrates a sound approach to effectively plan, control, manage, organize, train and self-assess all resources necessary to accomplish the SOO performance objectives will be evaluated.

#### COMPANY EXPERIENCE

The proposal will be evaluated on the offeror's demonstrated company experience in performing projects requiring scientific and technical effort which is closely similar or related to the effort required by the Statement of Objectives.

5. Evaluation of Other Non-Price Factors

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PAST PERFORMANCE: Offeror’s will be evaluated based on past performance information presented in their proposals (including past performance reports) and on information obtained by contacting the Offeror’s supplied references relative to current projects or those completed within the last five (5) years. In addition, the Contracting Officer has the discretion to retrieve information via offeror supplied references, commercial sources, and federal sources. The past performance evaluation will assess the degree of confidence the government has in an offeror’s ability to satisfactorily meet the requirements of the contract based on the offeror’s demonstrated record of performance. The past performance evaluation will consider each offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the contractor’s requirements. Past performance information reviewed will pertain to work performed that is similar to that required by the Statement of Objectives. In determining relevance, consideration will be given to contracts of similar project complexity, scope, type and schedule. Offeror’s Past performance will be evaluated on the basis of the quality of the work performed, timeliness of the performance, effectiveness of management, compliance with cost/price estimates, customer satisfaction, and overall performance. An offeror with no relevant past performance information will receive a neutral rating, i.e., the rating will not add to or detract from the offeror’s rating for this factor.

Offeror’s past performance will be rated using the evaluation rating scales shown below:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments	
Rating	Definition
Substantial Confidence	Based on the offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required

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	effort.
Satisfactory Confidence	Based on the offeror's recent/relevant performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort.
Limited Confidence	Based on the offeror's recent/relevant performance record, the Government has a low expectation that the offeror will successfully perform the required effort.
No Confidence	Based on the offeror's recent/relevant performance record, the Government has no expectation that the offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

**SMALL BUSINESS PARTICIPATION:** All offerors will be evaluated on the level of small business commitment that they are demonstrating for the proposed acquisition, and their level of commitment to utilizing small businesses in performance of prior contracts. The following shall evidence small business participation:

- a. The extent to which such firms, as defined in FAR Part 19, are specifically identified in proposals;
- b. The extent of commitment to use such firms (enforceable commitments will be weighted more heavily than non-enforceable ones);
- c. The complexity and variety of the work small firms are to perform;
- d. The realism of the proposal;
- e. Past performance of the offeror in complying with requirements of the clauses at FAR 52.219-8, Utilization of Small Business Concerns;
- f. The extent of participation of such firms in terms of the value of the total acquisition;

The extent to which the offeror provides detailed explanations/documentation supporting the proposed participation percentages, or lack thereof. The Department of Defense (DoD) has established small business goals as an assistance to assure small business receives a fair proportion of DoD awards. The goals for this procurement are as follows: Small Business: 31.7% of the total contract value; Small Disadvantaged Business: 5.0% of the total contract value; Woman-Owned Small Business: 5.0% of the total contract value; Historically Underutilized Business Zone (HUBZone) Small Business: 3.0% of the total contract value; Service Disabled Veteran Owned Small Business: 3.0% of the total contract value. (Note, for example, that a participation plan that reflects 5.0% for Small Disadvantaged Business would also count toward the overall Small Business Goal)

**6. Evaluation of Cost Proposal**

Volume II of the proposal will be evaluated for cost realism, reasonableness, and completeness of the proposed contract Cost Plus Fixed Fee in accordance with FAR Part 15.404-1. Cost, while being an important factor, is not in and of itself the determining factor in the selection of successful offeror for award of the contract contemplated by this solicitation. The total evaluated amount of the proposed cost plus fixed fee, to include all options, will be used in determining best price.

(a) Realism. 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.

(b) Completeness. Price proposals shall be evaluated for completeness by assessing the responsiveness of the proposed price, by assessing the level of detail of the offeror-provided cost data for all requirements in the Statement of Objectives (SOW) and assessing the traceability of estimates. For the cost data to be complete, the offeror, or its subcontractors, must provide all the data necessary to support the offer. The amount of data needed may vary depending on the requirements.