SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) — RATING: DO-C9

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
	N00173-13-R-PW06	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	03/22/2013	61-0276-12

7. ISSUED BY — CODE N00173

Contracting Officer
US Naval Research Laboratory
4555 Overlook Avenue, SW
Building 222, room 115
Washington, DC 20375-5326

8. ADDRESS OFFER TO *(If other than Item 7)*

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Building 222, room 115 until 2 p.m. *(Hour)* local time 4/22/2012 *(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.	
	Patricia Woodhouse	202	404-2407		patricia.woodhouse@nrl.navy.mil

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OFFER *(Must be fully completed by offeror)*

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

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

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232-8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)*:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR — CODE ____ FACILITY ____

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.	☐		

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: ☐ 10 U.S.C. 2304(c)) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* — CODE ____

25. PAYMENT WILL BE MADE BY — CODE ____

26. NAME OF CONTRACTING OFFICER *(Type or print)*

27. UNITED STATES OF AMERICA *(Signature of Contracting Officer)*

28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

PART I—THE SCHEDULE

SECTION B
SUPPLIES OR SERVICES AND PRICES/COSTS

CONTRACT LINE ITEM NUMBER (CLIN)	SUPPLIES / SERVICES	MAXIMUM ESTIMATED COST	FIXED FEE	MAXIMUM ESTIMATED COST PLUS FIXED FEE
0001 (Base year, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.1. PSC AJ12	$	$	$
0002 (Base year, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.2. PSC AJ12	$	$	$
0003 (Base year, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.3. PSC AJ12	$	$	$
0004 (Base year, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.4. PSC AJ12	$	$	$
0005 (Base year, [dates to be filled in])	Materials (Cost Only) PSC 6650	$		$
0006 (Base year, [dates to be filled in])	Travel (Cost Only) PSC AJ12	$		$
0007 (Base year, [dates to be filled in])	Equipment (Cost Only) PSC 6650 UII Required	$		$
0008	Data in accordance with Exhibit A (DD Form 1423)	NSP*		
Total Maximum Estimated Cost Plus Fixed Fee (CPFF), base year		**$**	**$**	**$**

*NSP = not separately priced.

CONTRACT LINE ITEM NUMBER (CLIN)	SUPPLIES / SERVICES	MAXIMUM ESTIMATED COST	FIXED FEE	MAXIMUM ESTIMATED COST PLUS FIXED FEE
1001 (Option year 1, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.1. PSC AJ12	$	$	$
1002 (Option year 1, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.2. PSC AJ12	$	$	$
1003 (Option year 1, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.3. PSC AJ12	$	$	$
1004 (Option year 1, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.4. PSC AJ12	$	$	$
1005 (Option year 1, [dates to be filled in])	Materials (Cost Only) PSC 6650	$		$
1006 (Option year 1, [dates to be filled in])	Travel (Cost Only) PSC AJ12	$		$
1007 (Option year 1, [dates to be filled in])	Equipment (Cost Only) PSC 6650 UII Required	$		$
Total Maximum Estimated Cost Plus Fixed Fee (CPFF), first option year		**$**	**$**	**$**

CONTRACT LINE ITEM NUMBER (CLIN)	SUPPLIES / SERVICES	MAXIMUM ESTIMATED COST	FIXED FEE	MAXIMUM ESTIMATED COST PLUS FIXED FEE
2001 (Option year 2, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.1. PSC AJ12	**$**	**$**	**$**
2002 (Option year 2, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.2. PSC AJ12	**$**	**$**	**$**
2003 (Option year 2, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.3. PSC AJ12	**$**	**$**	**$**
2004 (Option year 2, [dates to be filled in])	The contractor shall provide the R&D Services for Chemical/Materials R&D and Sensors/Systems Development as specified in Section C, Task area 3.4. PSC AJ12	**$**	**$**	**$**
2005 (Option year 2, [dates to be filled in])	Materials (Cost Only) PSC 6650	**$**		**$**
2006 (Option year 2, [dates to be filled in])	Travel (Cost Only) PSC AJ12	**$**		**$**
2007 (Option year 2, [dates to be filled in])	Equipment (Cost Only) PSC 6650 UII Required	**$**		**$**
Total Maximum Estimated Cost Plus Fixed Fee (CPFF), option year two		**$**	**$**	**$**
TOTAL CONTRACT MAXIMUM ESTIMATED COST PLUS FIXED FEE		**$**	**$**	**$**

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 176,697 direct labor hours.
The minimum and maximum quantities may consist of any combination of the tasks contained in the statement of work.

B-3 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Research Laboratory via a secure data collection site. The contractor is required to completely fill in all required data fields using the following Web address https://doncmra.nmci.navy.mil .

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk, linked at https://doncmra.nmci.navy.mil.

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF OBJECTIVES

C-1 PERFORMANCE WORK STATEMENT

The work and services to be performed hereunder shall be subject to the requirements and standards contained in Exhibit B, Performance Work Statement, Exhibit A, Contract Data Requirements List, which are incorporated by reference into Section C.

C-2 SPECIFIC WORK

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

C-3 MINIMUM PERSONNEL REQUIREMENTS AND LABOR CATEGORIES

a. Minimum Personnel Requirements

Beyond the labor categories given below, the government is not specifying the personnel qualifications for tasks issued under this contract.

The **Program Manager (PM)** for this contract must be a senior R&D manager with a minimum of 15 years experience in an applied R&D environment administering DoD-sponsored programs. Because of the highly technical and specific nature of the work the PM should possess a technical degree in the chemical, physical or engineering sciences, shall have first-hand knowledge of and relevant work experience at NRL, and shall have a demonstrated record of recent technical publications relevant to the scope of this effort. Specifically, the Program Manager must possess documented first-hand expertise in (1) the direct oversight of research and development efforts associated with the development and evaluation of materials and instrumentation for naval and other DoD applications, (2) the understanding of physical, chemical, and biological sensors and systems and their applications associated with the NRL, Navy and DoD mission requirements; and (3) environmental issues associated with UXO and military ranges, including familiarity with techniques and approaches in addressing geophysical surveys and mapping. The Program Manager must have extensive prior experience in the coordination of scientific demonstrations in field environments, particularly with the logistics of extended field operations, appropriately documented by professional activities and reports. The Program Manager must also be able to provide surge UXO/HAZWOPR field personnel and UXO remediation support as required to validate system performance. Because this effort may require contractor personnel to have access to military installations and specifically to classified ranges and operations, as well as classified information pertaining to performance of DoD systems, the PM will be required to have a SECRET clearance. In addition, as manager of a group of highly-trained specialists, with diverse talents working on programs with both strong laboratory R&D and field operational components, the PM should have documented strengths in coordinating complex programs and managing/supervising a staff composed of physical, chemical and biological scientists, engineers, as well as ancillary technical and administrative support personnel.

PWS Task 3.1, Conduct Basic and Applied Research and Development

The **Senior Scientist/Engineer** staff must possess a Ph.D. degree in Chemistry or Physics, Materials Science or Engineering, Mechanical or Marine Engineering, or equivalent, with a minimum of 5 years of experience in the laboratory. Senior Scientist/Engineer(s) should also possess demonstrated, hands-on experience conducting basic and applied research and development in chemistry, materials, sensors, and systems including experimental and theoretical studies in controlled combustion, deflagration, and detonation processes; fundamental research on non-energetic materials; basic and applied research centering on design, synthesis, and validation of nanostructured materials for energy generation, storage and conversion (batteries, capacitors, fuel cells) and filtration of vapor-phase toxins; research on fuels chemistry; research on alternative fuels, efficient energy and power conversion, energy storage, and portable power; and research on physical, electrochemical, and environmental behavior of materials in a marine environment. Key personnel are expected to be recognized

experts and active researchers in their field, as documented by their stature in professional societies and/or regular publications/presentations at professional society meetings. Because they will likely supervise junior staff, a demonstrated supervisory experience is considered a strength.

PWS Task 3.2, Characterization of materials
The **Senior Scientist/Engineer** staff must possess a Ph.D. degree in Chemistry or Physics, Materials Science or Engineering, Mechanical or Marine Engineering, or equivalent, with a minimum of 5 years of experience in the laboratory. Senior Scientist/Engineer(s) should also possess demonstrated, hands-on experience characterizing the electronic and geometric structure, mass, reactivity, molecular weight, or optical/electronic properties for materials; using characterization tools for materials surface analysis, growth, and micro/nanofabrication; conducting studies of fundamentally new approaches for characterization and analysis of material structures and surfaces; characterizing materials for DoD applications; and characterizing non-lithographic functional patterns comprised of metal, dielectrics, polymers, and/or biomolecules. Key personnel are expected to be recognized experts and active researchers in their field, as documented by their stature in professional societies and/or regular publications/presentations at professional society meetings. Because they will likely supervise junior staff, a demonstrated supervisory experience is considered a strength.

PWS Task 3.3, Design, synthesis, processing, and test of materials
The **Senior Scientist/Engineer** staff must possess a Ph.D. degree in Chemistry or Physics, Materials Science or Engineering, Mechanical or Marine Engineering, or equivalent, with a minimum of 5 years of experience in the laboratory. Senior Scientist/Engineer(s) should also possess demonstrated, hands-on experience designing, synthesizing, and testing materials for DoD applications; conducting research of non-lithographic techniques to fabricate 2D and 3D structures comprised of metal, dielectrics, polymers, and/or biomolecules for use in micro/nanoelectronic systems; building proof of concept micro/nanoelectronic components and devices using non-lithographic techniques; testing and evaluating novel non-lithographic processing approaches to digital micro/nanofabrication of micro/nanoelectronic devices and systems; developing new materials and/or methods for fabrication of 2D and 3D micro/nanostructures with unique properties and behavior; developing and testing new fuels suitable for use by the U.S. Navy's ships and aircraft including determining the properties and stability of traditional Navy mobility fuels and developing, testing, and certifying fuels produced from non-petroleum sources; and providing research and engineering support to develop and field test materials to control anti-fouling, adhesion, friction, wear and corrosion. Key personnel are expected to be recognized experts and active researchers in their field, as documented by their stature in professional societies and/or regular publications/presentations at professional society meetings. Because they will likely supervise junior staff, a demonstrated supervisory experience is considered a strength.

PWS Task 3.4, Design, fabrication, and test of sensors and systems in the laboratory and/or field.
The **Senior Scientist/Engineer** staff must possess a Ph.D. degree in Chemistry or Physics, Materials Science or Engineering, Electrical or Mechanical Engineering, Computational Science, Molecular or Microbiology, or equivalent with a minimum of 5 years of experience in the laboratory. Senior Scientist/Engineer(s) should also possess demonstrated, hands-on experience with designing, fabricating and testing chemical and biological sensors and systems (hardware and software); developing simulants and training aids based on chemical and biological sensors and systems; miniaturizing analytical and bioanalytical tools; conducting scientific computing activities associated with data acquisition, measurements, data processing, graphics, instrument control, networking and communications, data fusion, multivariate analysis, and modeling and simulation; applying artificial intelligence techniques to data interpretation problems associated with hazardous material detection and improved situational awareness; analyzing sensor array data using multivariate mathematical and statistical methods, such as pattern recognition algorithms, neural networks, and machine vision; providing research and engineering support to assist in the transition of sensor and power/energy systems to autonomous systems including the development and use of unmanned vehicles to enable real time situational awareness and support

the battlespace management needs of DoN autonomous systems; designing, fabricating and testing physical sensors and systems (hardware and software) to detect buried ordnance from vehicular, man-portable, airborne, and/or marine platforms; and supporting laboratory and field operations to evaluate buried ordnance sensor systems. The scientific and engineering staff for this task must have at least 5 years of direct experience in the development and demonstration of 1) instrumentation used for magnetic and electromagnetic geophysical surveys of UXO sites and 2) advanced algorithms used to identify buried ordnance. Key personnel are expected to be recognized experts and active researchers in their field, as documented by their stature in professional societies and/or regular publications/presentations at professional society meetings. Because they will likely supervise junior staff, a demonstrated supervisory experience is considered a strength. Because this effort may require contractor personnel to have access to military installations and specifically to classified ranges and operations, as well as classified information pertaining to performance of DoD systems, the senior scientist/engineer should be eligible for a SECRET clearance.

b. 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 here, the offeror must provide a matrix clearly relating their proposed labor categories to those listed here.

Labor Category	Year 1 hours	Year 2 hours	Year 3 hours	Total hours
Project Manager	367	367	367	1,101
Sr Scientist/Engr	33,221	33,221	33,221	99,663
Scientist /Engr	23,481	23,481	23,481	70,443
Technician	1,830	1,830	1,830	5,490
	58,899	58,899	58,899	176,697

C-4 CONTRACTOR PERSONNEL INDENTIFICATION

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-5 REQUIREMENTS FOR ON-SITE CONTRACTORS

For any work under this contract performed at any NRL site, the contractor shall comply with the requirements given in Exhibit C, Requirements for On-Site Contractors.

C-6 SUBCONTRACTING PLAN

Subcontracting Plan _____ dated _____ is attached as Exhibit D.

**This clause will be included and completed at time of award, if applicable.*

SECTION D

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's 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 one year. Each option, if exercised, will extend the ordering period by one year.

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

(c) All deliverables required by each contract line item number (CLIN) under each order shall be shipped FOB Destination, Naval Research Laboratory, Washington, DC 20375-5320, consigned to the following:

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

F-3PLACE OF PERFORMANCE

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

SECTION G
CONTRACT ADMINISTRATION DATA

G-1 CONTRACT ADMINISTRATION

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.

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—Patricia Woodhouse, code 3220, 202-404-2407, patricia.woodhouse@nrl.navy.mil
● Contracting Officer—Susan Wilson, code 3220, 202-767-0666, susan.wilson@nrl.navy.mil
● Security matters—Contracting Officer for Security, code 1226, 202-767-2240, DSN 297-2240, security-group@nrl.navy.mil
● Safety matters—Head Safety Branch, code 3540, 202-767-2232, safety@nrl.navy.mil
● Patent matters—Associate Counsel (Intellectual Property), code 1008.2, 202-404-1552, DSN 297-1552, patents@nrl.navy.mil
● Release of data—Public Affairs Officer, code 1030, 202-767-2541, DSN 297-2541, publicaffairs@nrl.navy.mil.

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

Inquiries regarding payment should be referred to DFAS at www.dod.mil/dfas/contractorpay/myinvoice.html.

G-2 CONTRACTING OFFICER'S REPRESENATIVE (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.

The responsibilities and limitations of the COR are listed below.

The COR is responsible for the following:
● 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, and clarifications on the statement of work/specifications. It MAY NOT be used to tell the contractor how to perform the work.
● Submitting interim and final Contractor Performance Assessment Reports (CPARS) at www.cpars.csd.disa.mil/cparsmain.htm
● Quality assurance of services performed or deliveries made
● Inspection and acceptance of services or deliverables
● Ensuring government-furnished property, to include any contractor use of on-site equipment and/or information technology resources, is adequately monitored and accounted for

● Security requirements on Government installation, such as the request and retrieval of personnel security badges and vehicle passes
● Monitoring contractor's performance and promptly report problems and recommendations for corrective action to the contracting officer
● Annually, furnish a written report on performance of the contractor to the contracting officer, and, if deemed necessary, attending a follow-up meeting to discuss
● Attend post-award conference, if conducted
● Ensuring a copy of all Government technical correspondence, to include technical direction memorandums an guidance, is forwarded to the contracting officer for attachment to the contract and placement in the contract file
● Monitoring of funds expended
● Ensuring that the Contractor does not exceed the defined statement of work set forth in the contract.

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 and/or specifications, a modification must be issued in writing and signed by the contracting officer 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 that will accomplish the objectives described in the statement of work;

(2) Guidelines to the contractor that 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 do any of the following:

(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 contracting officer and a copy retained in the COR’s file. The contract will be modified to include the TDM. Technical direction may be issued orally only in emergency situations. If technical direction is issued orally, a written 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 or specifications

(4) The specific technical direction or clarification

(5) The type of work to be performed, i.e., (a) systems engineering and technical assistance or (b) R&D work
(6) A reference to the appropriate contract line item number or subline item number
(7) The anticipated level of effort, materials, and travel expected as a result of the TDM
(8) The job order number, 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 contract modification and 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 is 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
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).
(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 $[to be filled in] and it is estimated that this amount is sufficient for contract performance through [to be filled in].

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 item numbers 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 (d)(12), the following payment instructions are provided to provide a more accurate reflection of how funds will be expended in support of contract performance:

This contract contains multi-funded CLINs. Payment needs to be made from the accounting classification reference number (ACRN) cited on the invoice due to the fact that one sponsor cannot pay for another sponsor's work.

G-8 252.232-7006, WIDE AREA WORKFLOW (WAWF) PAYMENT INSTRUCTIONS (JUNE 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
(2) Be registered to use WAWF at https://wawf.eb.mil/ following the step-by-step procedures for self-registration available at this website.

(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).
Cost Voucher

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

(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*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	[to be filled in]
Issue By DoDAAC	N00173
Admin DoDAAC	[to be filled in]
Inspect By DoDAAC	N00173
Ship To Code	N00173
Ship From Code	[to be filled in]
Mark For Code	[to be filled in]
Service Approver (DoDAAC)	[to be filled in]
Service Acceptor (DoDAAC)	N00173
Accept at Other DoDAAC	[to be filled in]
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	[to be filled in]
Other DoDAAC(s)	[to be filled in]

(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 e-mail notifications*. The contractor shall enter the e-mail address identified below in the "Send Additional E-Mail Notifications" field of WAWF once a document is submitted in the system:

[to be filled in]@nrl.navy.mil
[to be filled in]@nrl.navy.mil

(g) *WAWF points 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 or 202-767-0547
Jovanka Caton-Campbell, jovanka.caton@nrl.navy.mil or 202-404-3557
Clara O'Neal, clara.oneal@nrl.navy.mil or 202-767-2120

(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), as necessary
(7) Place of performance
(8) Period of performance
(9) Estimated cost plus fixed fee
(10) DD Form 254 (Contract Security Classification Specifications), as necessary
(11) List of Government-furnished material and the estimated value thereof for each order, as necessary

(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 ORDER PROPOSALS

The COR will prepare an acquisition package to include a task order statement of work (SOW), an independent government cost estimate, funding, and other documents as required and forward it to the NRL Contracting Division for issuance of an order. The contracting officer will provide the contractor with a SOW. The contractor shall provide the contracting officer with a proposal in response to the SOW.

Direct labor hours, travel, and material costs are subject to negotiation prior to award. To fully evaluate each order proposal, the contractor shall provide the following as applicable:

- A time phased (e.g., monthly, quarterly, etc.) breakdown of direct labor by labor category
- A complete breakdown for travel identifying each cost mode of travel and the reason for the travel proposed
- A complete list of all material including quantity and cost. The contractor shall provide specific documentation to serve as the basis for price verification (i.e., vendor quotations, invoices, published price lists, GSA schedule lists, etc.)

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H-1 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 résumé 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 (JULY 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 be filled in] to [to be filled in] are incorporated herein by reference.

The contract-specific representations and certifications submitted by the contractor for this award are hereby incorporated by reference.

H-5 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 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, nondisclosure 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.

(f) The contactor 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.

(g) 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-6 SPECIAL CONTRACT REQUIREMENT REGARDING NONDISCLOSURE 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 that 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 nondisclosure 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 protected data's source, 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 COR.

H-7 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 that 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.

(e) If the total level of effort specified in each task order is not provided by the contractor during the term of the task order, the contracting officer shall either (i) reduce the fixed fee of the task order as follows:

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

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

(f) 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.

(g) Notwithstanding any of the provisions of the above paragraphs, the contractor may furnish labor hours up to five percent (5%) in excess of the total direct labor hours specified in the task order provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed-fee is required, and no adjustment in the fixed-fee shall be made provided that the contractor has delivered at least 95% of the level of effort specified in the task order.

(h) 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.

(i) 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://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfar1toc.htm
http://farsite.hill.af.mil/vfnapsa.htm

a. FEDERAL ACQUISITION REGULATION CLAUSES

FAR Clause	Title
52.202-1	Definitions (Jan. 2012)
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)
52.204-9	Personal Identity Verification of Contractor Personnel (Jan. 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Aug. 2012)
52.204-13	Central Contractor Registration Maintenance (Dec. 2012)
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec. 2010)
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)
52.215-12	Subcontractor Cost or Pricing Data (Oct. 2010)
52.215-13	Subcontractor Cost or Pricing Data Modifications (Oct. 2010)
52.215-14	Integrity of Unit Prices (Oct. 2010)
52.215-15	Pension Adjustments and Asset Reversions (Oct. 2010)
52.215-17	Waiver of Facilities Capital Cost of Money (Oct. 1997)
52.215-18	Reversion or Adjustment of Plans for Post-Retirement Benefits Other Than Pensions (July 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), with Alternate II (Oct. 1997) and Alternate III (Oct. 1997)
52.215-23	Limitations on Pass-Through Charges (Oct. 2009)
52.216-7	Allowable Cost and Payment (June 2011) (fill in 30th)
52.216-8	Fixed Fee (June 2011)

52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan. 2011) ☐ Offeror elects to waive the evaluation preference.
52.219-6	Notice of Total Small Business Set-Aside (Nov. 2011)
52.219-8	Utilization of Small Business Concerns (Jan. 2011)
52.219-14	Limitations on Subcontracting (Nov. 2011)
52.222-2	Payment for Overtime Premiums (July 1990)—The use of overtime is authorized under this contract if the overtime premium does not exceed "0."
52.222-3	Convict Labor (June 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)
52.222-50	Combating Trafficking in Persons (Feb. 2009)
52.222-54	Employment Eligibility Verification (July 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)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug. 2011)
52.225-13	Restrictions on Certain Foreign Purchases (June 2008)
52.227-1	Authorization and Consent (Dec. 2007)
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Dec. 2007)
52.227-3	Patent Indemnity (Apr. 1984)
52.227-10	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)
52.232-9	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) Alternate I (Feb. 2002)
52.232-33	Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)
52.233-1	Disputes (July 2002) Alternate I (Dec. 1991)
52.233-3	Protest after Award (Aug. 1996) Alternate I (June 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 (July 1995)
52.243-2	Changes—Cost-Reimbursement (Aug. 1987) Alternate II (Apr. 1984) Alternate V (Apr. 1984)
52.243-7	Notification of Changes (Apr. 1984)fill in 30
52.244-2	Subcontracts (Oct 2010)
52.244-5	Competition in Subcontracting (Dec. 1996)
52.244-6	Subcontracts for Commercial Items (Dec. 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 US Flag Air Carriers (June 2003)
52.249-6	Termination (Cost-Reimbursement) (May 2004)
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 Officers 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 (Dec. 2012)
252.203-7004	Display of Fraud Hotline Poster(s) (Dec. 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)
252.204-7006	Billing Instructions (Oct. 2005)
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 (June 2011) (fill in “None” in (c)(1)(ii) and (c)(1)(iii)))
252.211-7006	Passive Radio Frequency Identification (Sep. 2011)
252.211-7007	Reporting of Government-Furnished Property (Aug. 2012)
252.211-7008	Use of Government-Assigned Serial Numbers (Sep. 2010)
252.215-7000	Pricing Adjustments (Dec. 2012)
252.215-7002	Cost Estimating System Requirements (Dec. 2012)
252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (Aug. 2012)
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements (Dec. 2010)
252.223-7001	Hazard Warning Labels (Dec. 1991)
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 (Dec. 2012)
252.225-7002	Qualifying Country Sources as Subcontractors (Dec. 2012)
252.225-7004	Report of Intended Performance outside the United States and Canada—Submission after Award (Oct. 2010)
252.225-7006	Quarterly Reporting of Actual Contract Performance outside the United States (Oct. 2010)
252.225-7012	Preference or Certain Domestic Commodities (Dec. 2012)
252.225-7013	Duty Free Entry (June 2012)

252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (Sep. 2004)
252.227-7015	Technical Data—Commercial Items (Dec. 2011)
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 (June 2012)
252.227-7038	Patent Rights—Ownership by the Contractor (Large Business) (June 2012)
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 (June 2012)
252.232-7010	Levies on Contract Payments (Dec. 2006)
252.235-7010	Acknowledgement 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 (Feb. 2012)
252.242-7006	Accounting System Administration (Feb. 2012)
252.243-7002	Requests for Equitable Adjustment (Dec. 2012)
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts) (June 2012)
252.244-7001	Contractor Purchasing System Administration (June 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)
252.251-7000	Ordering from Government Supply Sources (Aug. 2012)

I-2 FAR AND DFARS CLAUSES BY FULL TEXT

● FAR 52.209-9, Updates of Information Regarding Responsibility Matters (Feb. 2012)
(a) The contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov .

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—
(1) The non-public segment, into which Government officials and the contractor post information, which can only be viewed by—
(i) Government personnel and authorized users performing business on behalf of the Government; or
(ii) The contractor, when viewing data on itself; and
(2) The publicly available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—
(i) Past performance reviews required by subpart 42.15;
(ii) Information that was entered prior to April 15, 2011; or
(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The contractor will receive notification when the Government posts new information to the contractor's record.
(1) If the contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.
(2) The contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the contractor revises them.
(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

● FAR 52.216-18, Ordering (Oct. 1995)
(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from date of contract award through months.
(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of Clause)

● 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 $10,000.00, 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 $48,889,213.00
(2) Any order for a combination of items in excess of $48,889,213.00; or
(3) Any order or series of orders, when combined with all previous orders issued to the contractor under this contract, that consist of potential values that would cause the dollar limitation in subparagraph (1) or (2) above to be exceeded.

(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 five 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.

(End of Clause)

● 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 1 April 2016.

(End of Clause)

● 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)

● FAR 52.217-9, Option to Extend the Term of the Contract (Mar. 2000)
(a) The Government may extend the term of this contract by written notice to the Contractor within 15 days of the end of the contract's period of performance, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.
(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months.

● 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 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 _____.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of Clause)

● **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—
–Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
–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) that harm(s) public health and environment by destroying ozone in the upper atmosphere.

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

(End of Clause)

● **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 contract award through 36 months.

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

(c)(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.

(End of Clause)

DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items (Feb. 2012)
(a) Definitions. As used in this clause—
(1) "Computer data base" means a collection of data recorded in a form capable of being processed by a computer. The term does not include computer software.
(2) "Computer program" means a set of instructions, rules, or routines recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.
(3) "Computer software" means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer data bases or computer software documentation.
(4) "Computer software documentation" means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.
(5) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government's management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(6) "Detailed manufacturing or process data" means technical data that describe the steps, sequences, and conditions of manufacturing, processing or assembly used by the manufacturer to produce an item or component or to perform a process.
(7) "Developed" means that an item, component, or process exists and is workable. Thus, the item or component must have been constructed or the process practiced. Workability is generally established when the item, component, or process has been analyzed or tested sufficiently to demonstrate to reasonable people skilled in the applicable art that there is a high probability that it will operate as intended. Whether, how much, and what type of analysis or testing is required to establish workability depends on the nature of the item, component, or process, and the state of the art. To be considered "developed," the item, component, or process need not be at the stage where it could be offered for sale or sold on the commercial market, nor must the item, component, or process be actually reduced to practice within the meaning of Title 35 of the United States Code.
(8) "Developed exclusively at private expense" means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.
(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.
(11) “Form, fit, and function data” means technical data that describes the required overall physical, functional, and performance characteristics (along with the qualification requirements, if applicable) of an item, component, or process to the extent necessary to permit identification of physically and functionally interchangeable items.
(12) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations, or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or disclose technical data for commercial purposes or authorize others to do so.
(13) “Government purpose rights” means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose technical data within the Government without restriction; and

(ii) Release or disclose technical data outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose that data for United States government purposes.

(14) “Limited rights” means the rights to use, modify, reproduce, release, perform, display, or disclose technical data, in whole or in part, within the Government. The Government may not, without the written permission of the party asserting limited rights, release or disclose the technical data outside the Government, use the technical data for manufacture, or authorize the technical data to be used by another party, except that the Government may reproduce, release, or disclose such data or authorize the use or reproduction of the data by persons outside the Government if—

(i) The reproduction, release, disclosure, or use is—

(A) Necessary for emergency repair and overhaul; or

(B) A release or disclosure to—

(1) A covered Government support contractor, for use, modification, reproduction, performance, display, or release or disclosure to authorized person(s) in performance of a Government contract; or

(2) A foreign government, of technical data, other than detailed manufacturing or process data, when use of such data by the foreign government is in the interest of the Government and is required for evaluational or informational purposes;

(ii) The recipient of the technical data is subject to a prohibition on the further reproduction, release, disclosure, or use of the technical data; and

(iii) The contractor or subcontractor asserting the restriction is notified of such reproduction, release, disclosure, or use.

(15) “Technical data” means recorded information, regardless of the form or method of the recording, of a scientific or technical nature (including computer software documentation). The term does not include computer software or data incidental to contract administration, such as financial and/or management information.
(16) “Unlimited rights” means rights to use, modify, reproduce, perform, display, release, or disclose technical data in whole or in part, in any manner, and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in technical data. The contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in technical data other than computer software documentation (see the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause of this contract for rights in computer software documentation):
(1) Unlimited rights. The Government shall have unlimited rights in technical data that are—

(i) Data pertaining to an item, component, or process which has been or will be developed exclusively with Government funds;
(ii) Studies, analyses, test data, or similar data produced for this contract, when the study, analysis, test, or similar work was specified as an element of performance;
(iii) Created exclusively with Government funds in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes;
(iv) Form, fit, and function data;
(v) Necessary for installation, operation, maintenance, or training purposes (other than detailed manufacturing or process data);
(vi) Corrections or changes to technical data furnished to the contractor by the Government;
(vii) Otherwise publicly available or have been released or disclosed by the contractor or subcontractor without restrictions on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the technical data to another party or the sale or transfer of some or all of a business entity or its assets to another party;
(viii) Data in which the Government has obtained unlimited rights under another Government contract or as a result of negotiations; or
(ix) Data furnished to the Government, under this or any other Government contract or subcontract there under, with—

(A) Government purpose license rights or limited rights and the restrictive condition(s) has/have expired; or
(B) Government purpose rights and the contractor's exclusive right to use such data for commercial purposes has expired.

(2) Government purpose rights.

(i) The Government shall have government purpose rights for a five-year period, or such other period as may be negotiated, in technical data—

(A) That pertain to items, components, or processes developed with mixed funding except when the Government is entitled to unlimited rights in such data as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause; or
(B) Created with mixed funding in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The five-year period, or such other period as may have been negotiated, shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the items, components, or processes or creation of the data described in paragraph (b)(2)(i)(B) of this clause. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the technical data.
(iii) The Government shall not release or disclose technical data in which it has government purpose rights unless—

(A) Prior to release or disclosure, the intended recipient is subject to the nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS); or
(B) The recipient is a Government contractor receiving access to the data for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(iv) The contractor has the exclusive right, including the right to license others, to use technical data in which the Government has obtained government purpose rights under this contract for any commercial purpose during the time period specified in the government purpose rights legend prescribed in paragraph (f)(2) of this clause.

(3) Limited rights.

(i) Except as provided in paragraphs (b)(1)(ii) and (b)(1)(iv) through (b)(1)(ix) of this clause, the Government shall have limited rights in technical data—

(A) Pertaining to items, components, or processes developed exclusively at private expense and marked with the limited rights legend prescribed in paragraph (f) of this clause; or

(B) Created exclusively at private expense in the performance of a contract that does not require the development, manufacture, construction, or production of items, components, or processes.

(ii) The Government shall require a recipient of limited rights data for emergency repair or overhaul to destroy the data and all copies in its possession promptly following completion of the emergency repair/overhaul and to notify the contractor that the data have been destroyed.

(iii) The contractor, its subcontractors, and suppliers are not required to provide the Government additional rights to use, modify, reproduce, release, perform, display, or disclose technical data furnished to the Government with limited rights. However, if the Government desires to obtain additional rights in technical data in which it has limited rights, the contractor agrees to promptly enter into negotiations with the contracting officer to determine whether there are acceptable terms for transferring such rights. All technical data in which the contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract. The license shall enumerate the additional rights granted the Government in such data.

(iv) The contractor acknowledges that—

(A) Limited rights data is authorized to be released or disclosed to covered Government support contractors;

(B) The contractor will be notified of such release or disclosure;

(C) The contractor (or the party asserting restrictions as identified in the limited rights legend) may require each such covered Government support contractor to enter into a non-disclosure agreement directly with the contractor (or the party asserting restrictions) regarding the covered Government support contractor’s use of such data, or alternatively, that the contractor (or party asserting restrictions) may waive in writing the requirement for a nondisclosure agreement;

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the limited rights data as set forth in the clause at 252.227-7025, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement; and

(E) The contractor shall provide a copy of any such non-disclosure agreement or waiver to the contracting officer, upon request.

(4) Specifically negotiated license rights. The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in technical data, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights than are enumerated in paragraph (a)(14) of this clause. Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Technical data that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the pre-existing rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The contractor agrees to release the Government from liability for any release or disclosure of technical data made in accordance with paragraph (a)(14) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the data and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed contractor data marked with restrictive legends.

(c) Contractor rights in technical data. All rights not granted to the Government are retained by the contractor.

(d) Third-party copyrighted data. The contractor shall not, without the written approval of the contracting officer, incorporate any copyrighted data in the technical data to be delivered under this contract unless the contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable data of the appropriate scope set forth in paragraph (b) of this clause, and has affixed a statement of the license or licenses obtained on behalf of the Government and other persons to the data transmittal document.

(e) Identification and delivery of data to be furnished with restrictions on use, release, or disclosure.
(1) This paragraph does not apply to restrictions based solely on copyright.
(2) Except as provided in paragraph (e)(3) of this clause, technical data that the contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure are identified in an attachment to this contract ("the attachment"). The contractor shall not deliver any data with restrictive markings unless the data are listed on the attachment.
(3) In addition to the assertions made in the attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the data, in the following format, and signed by an official authorized to contractually obligate the contractor:

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

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

Technical Data to be Furnished with Restrictions*	**Basis for Assertion****	**Asserted Rights Category*****	**Name of Person Asserting Restrictions******
[List]	[List]	[List]	[List]

*If the assertion is applicable to items, components, or processes developed at private expense, identify both the data and each such item, component, or process.
**Generally, the development of an item, component, or process at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose technical data pertaining to such items, components, or processes. Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.
***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited or government purpose rights under this or a prior contract, or specifically negotiated licenses).
****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the contracting officer, the contractor shall provide sufficient information to enable the contracting officer to evaluate the contractor's assertions. The contracting officer reserves the right to add the contractor's assertions to the attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Restrictive Markings on Technical Data clause of this contract.

(f) Marking requirements. The contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data to be delivered under this contract by marking the deliverable data subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the limited rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.
(1) General marking instructions. The contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all technical data that qualify for such markings. The authorized legends shall be placed on the transmittal document or storage container and, for printed material, each page of the printed material containing technical data for which restrictions are asserted. When only portions of a page of printed material are subject to the asserted restrictions, such portions shall be identified by circling, underscoring, with a note, or other appropriate identifier. Technical data transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. Reproductions of technical data or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.
(2) Government purpose rights markings. Data delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
_____
Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(2) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Limited rights markings. Data delivered or otherwise furnished to the Government with limited rights shall be marked with the following legend:

LIMITED RIGHTS

Contract No. _____
Contractor Name _____
Contractor Address _____
_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these technical data are restricted by paragraph (b)(3) of the Rights in Technical Data—Noncommercial Items clause contained in the above identified contract. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such data must promptly notify the above named contractor.

(End of legend)

(4) Special license rights markings.

(i) Data in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)____, License No. ____(Insert license identifier)____. Any reproduction of technical data or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Preexisting data markings. If the terms of a prior contract or license permitted the contractor to restrict the Government's rights to use, modify, reproduce, release, perform, display, or disclose technical data deliverable under this contract, and those restrictions are still applicable, the contractor may mark such data with the appropriate restrictive legend for which the data qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the contractor and its subcontractors or suppliers that will deliver technical data with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on technical data delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified technical data markings. The rights and obligations of the parties regarding the validation of restrictive markings on technical data furnished or to be furnished under this contract are contained in the Validation of Restrictive Markings on Technical Data clause of this contract. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the contractor's expense, correct or strike a marking if, in accordance with the procedures in the Validation of Restrictive Markings on Technical Data clause of this contract, a restrictive marking is determined to be unjustified.

(2) Nonconforming technical data markings. A nonconforming marking is a marking placed on technical data delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Restrictive Markings on Technical Data clause of this contract. If the contracting officer notifies the contractor of a nonconforming marking and the contractor fails to remove or correct such marking within sixty (60) days, the Government may ignore or, at the contractor's expense, remove or correct any nonconforming marking.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in technical data.
(1) The contractor shall not charge to this contract any cost, including, but not limited to, license fees, royalties, or similar charges, for rights in technical data to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the data; or
(ii) The data are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the contractor to acquire rights in subcontractor or supplier technical data, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and
(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the technical data will be delivered.

(k) Applicability to subcontractors or suppliers.
(1) The contractor shall ensure that the rights afforded its subcontractors and suppliers under 10 U.S.C. 2320, 10 U.S.C. 2321, and the identification, assertion, and delivery processes of paragraph (e) of this clause are recognized and protected.
(2) Whenever any technical data for noncommercial items, or for commercial items developed in any part at Government expense, is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the contractor shall use this same clause in the subcontract or other contractual instrument, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. This clause will govern the technical data pertaining to noncommercial items or to any portion of a commercial item that was developed in any part at Government expense, and the clause at 252.227-7015 will govern the technical data pertaining to any portion of a commercial item that was developed exclusively at private expense. No other clause shall be used to enlarge or diminish the Government's, the contractor's, or a higher-tier subcontractor's or supplier's rights in a subcontractor's or supplier's technical data.
(3) Technical data required to be delivered by a subcontractor or supplier shall normally be delivered to the next higher-tier contractor, subcontractor, or supplier. However, when there is a requirement in the prime contract for data which may be submitted with other than unlimited rights by a subcontractor or supplier, then said subcontractor or supplier may fulfill its requirement by submitting such data directly to the Government, rather than through a higher-tier contractor, subcontractor, or supplier.
(4) The contractor and higher-tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in technical data from their subcontractors or suppliers.
(5) In no event shall the contractor use its obligation to recognize and protect subcontractor or supplier rights in technical data as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

● DFARS 252.227-7014, Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation (Feb. 2012)
(a) Definitions. As used in this clause—
(1) "Commercial computer software" means software developed or regularly used for non-governmental purposes which—

(i) Has been sold, leased, or licensed to the public;
(ii) Has been offered for sale, lease, or license to the public;

(iii) Has not been offered, sold, leased, or licensed to the public but will be available for commercial sale, lease, or license in time to satisfy the delivery requirements of this contract; or

(iv) Satisfies a criterion expressed in paragraph (a)(1)(i), (ii), or (iii) of this clause and would require only minor modification to meet the requirements of this contract.

(2) “Computer database” means a collection of recorded data in a form capable of being processed by a computer. The term does not include computer software.

(3) “Computer program” means a set of instructions, rules, or routines, recorded in a form that is capable of causing a computer to perform a specific operation or series of operations.

(4) “Computer software” means computer programs, source code, source code listings, object code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the software to be reproduced, recreated, or recompiled. Computer software does not include computer databases or computer software documentation.

(5) “Computer software documentation” means owner's manuals, user's manuals, installation instructions, operating instructions, and other similar items, regardless of storage medium, that explain the capabilities of the computer software or provide instructions for using the software.

(6) "Covered Government support contractor" means a contractor under a contract, the primary purpose of which is to furnish independent and impartial advice or technical assistance directly to the Government in support of the Government’s management and oversight of a program or effort (rather than to directly furnish an end item or service to accomplish a program or effort), provided that the contractor—

(i) Is not affiliated with the prime contractor or a first-tier subcontractor on the program or effort, or with any direct competitor of such prime contractor or any such first-tier subcontractor in furnishing end items or services of the type developed or produced on the program or effort; and

(ii) Receives access to technical data or computer software for performance of a Government contract that contains the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(7) “Developed” means that—

(i) A computer program has been successfully operated in a computer and tested to the extent sufficient to demonstrate to reasonable persons skilled in the art that the program can reasonably be expected to perform its intended purpose;

(ii) Computer software, other than computer programs, has been tested or analyzed to the extent sufficient to demonstrate to reasonable persons skilled in the art that the software can reasonably be expected to perform its intended purpose; or

(iii) Computer software documentation required to be delivered under a contract has been written, in any medium, in sufficient detail to comply with requirements under that contract.

(8) “Developed exclusively at private expense” means development was accomplished entirely with costs charged to indirect cost pools, costs not allocated to a government contract, or any combination thereof.

(i) Private expense determinations should be made at the lowest practicable level.

(ii) Under fixed-price contracts, when total costs are greater than the firm-fixed-price or ceiling price of the contract, the additional development costs necessary to complete development shall not be considered when determining whether development was at government, private, or mixed expense.

(9) “Developed exclusively with government funds” means development was not accomplished exclusively or partially at private expense.

(10) “Developed with mixed funding” means development was accomplished partially with costs charged to indirect cost pools and/or costs not allocated to a government contract, and partially with costs charged directly to a government contract.

(11) “Government purpose” means any activity in which the United States Government is a party, including cooperative agreements with international or multi-national defense organizations or sales or transfers by the United States Government to foreign governments or international organizations. Government purposes include competitive procurement, but do not include the rights to use, modify, reproduce, release, perform, display, or

disclose computer software or computer software documentation for commercial purposes or authorize others to do so.

(12) "Government purpose rights" means the rights to—

(i) Use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation within the Government without restriction; and

(ii) Release or disclose computer software or computer software documentation outside the Government and authorize persons to whom release or disclosure has been made to use, modify, reproduce, release, perform, display, or disclose the software or documentation for United States government purposes.

(13) "Minor modification" means a modification that does not significantly alter the nongovernmental function or purpose of the software or is of the type customarily provided in the commercial marketplace.

(14) "Noncommercial computer software" means software that does not qualify as commercial computer software under paragraph (a)(1) of this clause.

(15) "Restricted rights" apply only to noncommercial computer software and mean the Government's rights to—

(i) Use a computer program with one computer at one time. The program may not be accessed by more than one terminal or central processing unit or time shared unless otherwise permitted by this contract;

(ii) Transfer a computer program to another Government agency without the further permission of the contractor if the transferor destroys all copies of the program and related computer software documentation in its possession and notifies the licensor of the transfer. Transferred programs remain subject to the provisions of this clause;

(iii) Make the minimum number of copies of the computer software required for safekeeping (archive), backup, or modification purposes;

(iv) Modify computer software provided that the Government may—

(A) Use the modified software only as provided in paragraphs (a)(15)(i) and (iii) of this clause; and

(B) Not release or disclose the modified software except as provided in paragraphs (a)(15)(ii), (v), (vi) and (vii) of this clause;

(v) Permit contractors or subcontractors performing service contracts (see 37.101 of the Federal Acquisition Regulation) in support of this or a related contract to use computer software to diagnose and correct deficiencies in a computer program, to modify computer software to enable a computer program to be combined with, adapted to, or merged with other computer programs or when necessary to respond to urgent tactical situations, provided that—

(A) The Government notifies the party which has granted restricted rights that a release or disclosure to particular contractors or subcontractors was made;

(B) Such contractors or subcontractors are subject to the use and nondisclosure agreement at 227.7103-7 of the Defense Federal Acquisition Regulation Supplement (DFARS) or are Government contractors receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends;

(C) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(D) Such use is subject to the limitation in paragraph (a)(15)(i) of this clause;

(vi) Permit contractors or subcontractors performing emergency repairs or overhaul of items or components of items procured under this or a related contract to use the computer software when necessary to perform the repairs or overhaul, or to modify the computer software to reflect the repairs or overhaul made, provided that—

(A) The intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7 or is a Government contractor receiving access to the software for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends; and

(B) The Government shall not permit the recipient to decompile, disassemble, or reverse engineer the software, or use software decompiled, disassembled, or reverse engineered by the Government pursuant to paragraph (a)(15)(iv) of this clause, for any other purpose; and

(vii) Permit covered Government support contractors to use, modify, reproduce, perform, display, or release or disclose the computer software to authorized person(s) in the performance of Government contracts that contain the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends.

(16) "Unlimited rights" means rights to use, modify, reproduce, release, perform, display, or disclose computer software or computer software documentation in whole or in part, in any manner and for any purpose whatsoever, and to have or authorize others to do so.

(b) Rights in computer software or computer software documentation. The contractor grants or shall obtain for the Government the following royalty free, world-wide, nonexclusive, irrevocable license rights in noncommercial computer software or computer software documentation. All rights not granted to the Government are retained by the contractor.

(1) Unlimited rights. The Government shall have unlimited rights in—

(i) Computer software developed exclusively with Government funds;

(ii) Computer software documentation required to be delivered under this contract;

(iii) Corrections or changes to computer software or computer software documentation furnished to the contractor by the Government;

(iv) Computer software or computer software documentation that is otherwise publicly available or has been released or disclosed by the contractor or subcontractor without restriction on further use, release or disclosure, other than a release or disclosure resulting from the sale, transfer, or other assignment of interest in the software to another party or the sale or transfer of some or all of a business entity or its assets to another party;

(v) Computer software or computer software documentation obtained with unlimited rights under another Government contract or as a result of negotiations; or

(vi) Computer software or computer software documentation furnished to the Government, under this or any other Government contract or subcontract thereunder with—

(A) Restricted rights in computer software, limited rights in technical data, or government purpose license rights and the restrictive conditions have expired; or

(B) Government purpose rights and the contractor's exclusive right to use such software or documentation for commercial purposes has expired.

(2) Government purpose rights.

(i) Except as provided in paragraph (b)(1) of this clause, the Government shall have government purpose rights in computer software developed with mixed funding.

(ii) Government purpose rights shall remain in effect for a period of five years unless a different period has been negotiated. Upon expiration of the five-year or other negotiated period, the Government shall have unlimited rights in the computer software or computer software documentation. The government purpose rights period shall commence upon execution of the contract, subcontract, letter contract (or similar contractual instrument), contract modification, or option exercise that required development of the computer software.

(iii) The Government shall not release or disclose computer software in which it has government purpose rights to any other person unless—

(A) Prior to release or disclosure, the intended recipient is subject to the use and nondisclosure agreement at DFARS 227.7103-7; or

(B) The recipient is a Government contractor receiving access to the software or documentation for performance of a Government contract that contains the clause at DFARS 252.227-7025, Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends.

(3) Restricted rights.

(i) The Government shall have restricted rights in noncommercial computer software required to be delivered or otherwise provided to the Government under this contract that were developed exclusively at private expense.

(ii) The contractor, its subcontractors, or suppliers are not required to provide the Government additional rights in noncommercial computer software delivered or otherwise provided to the Government with restricted rights. However, if the Government desires to obtain additional rights in such software, the contractor agrees to promptly enter into negotiations with the contracting officer to determine whether there are acceptable terms for transferring such rights. All noncommercial computer software in which the contractor has granted the Government additional rights shall be listed or described in a license agreement made part of the contract (see paragraph (b)(4) of this clause). The license shall enumerate the additional rights granted the Government.

(iii) The contractor acknowledges that—

(A) Restricted rights computer software is authorized to be released or disclosed to covered Government support contractors;

(B) The contractor will be notified of such release or disclosure;

(C) The contractor (or the party asserting restrictions, as identified in the restricted rights legend) may require each such covered Government support contractor to enter into a nondisclosure agreement directly with the contractor (or the party asserting restrictions) regarding the covered Government support contractor's use of such software, or alternatively, that the contractor (or party asserting restrictions) may waive in writing the requirement for a nondisclosure agreement;

(D) Any such nondisclosure agreement shall address the restrictions on the covered Government support contractor's use of the restricted rights software as set forth in the clause at 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends, and shall not include any additional terms and conditions unless mutually agreed to by the parties to the nondisclosure agreement; and

(E) The contractor shall provide a copy of any such nondisclosure agreement or waiver to the contracting officer, upon request.

(4) Specifically negotiated license rights.

(i) The standard license rights granted to the Government under paragraphs (b)(1) through (b)(3) of this clause, including the period during which the Government shall have government purpose rights in computer software, may be modified by mutual agreement to provide such rights as the parties consider appropriate but shall not provide the Government lesser rights in computer software than are enumerated in paragraph (a)(15) of this clause or lesser rights in computer software documentation than are enumerated in paragraph (a)(14) of the Rights in Technical Data—Noncommercial Items clause of this contract.

(ii) Any rights so negotiated shall be identified in a license agreement made part of this contract.

(5) Prior government rights. Computer software or computer software documentation that will be delivered, furnished, or otherwise provided to the Government under this contract, in which the Government has previously obtained rights shall be delivered, furnished, or provided with the preexisting rights, unless—

(i) The parties have agreed otherwise; or

(ii) Any restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose the data have expired or no longer apply.

(6) Release from liability. The contractor agrees to release the Government from liability for any release or disclosure of computer software made in accordance with paragraph (a)(15) or (b)(2)(iii) of this clause, in accordance with the terms of a license negotiated under paragraph (b)(4) of this clause, or by others to whom the recipient has released or disclosed the software, and to seek relief solely from the party who has improperly used, modified, reproduced, released, performed, displayed, or disclosed Contractor software marked with restrictive legends.

(c) Rights in derivative computer software or computer software documentation. The Government shall retain its rights in the unchanged portions of any computer software or computer software documentation delivered under this contract that the contractor uses to prepare, or includes in, derivative computer software or computer software documentation.

(d) Third-party copyrighted computer software or computer software documentation. The contractor shall not, without the written approval of the contracting officer, incorporate any copyrighted computer software or computer software documentation in the software or documentation to be delivered under this contract unless the contractor is the copyright owner or has obtained for the Government the license rights necessary to perfect a license or licenses in the deliverable software or documentation of the appropriate scope set forth in paragraph (b) of this clause, and prior to delivery of such—
(1) Computer software, has provided a statement of the license rights obtained in a form acceptable to the contracting officer; or
(2) Computer software documentation, has affixed to the transmittal document a statement of the license rights obtained.

(e) Identification and delivery of computer software and computer software documentation to be furnished with restrictions on use, release, or disclosure.
(1) This paragraph does not apply to restrictions based solely on copyright.
(2) Except as provided in paragraph (e)(3) of this clause, computer software that the contractor asserts should be furnished to the Government with restrictions on use, release, or disclosure is identified in an attachment to this contract ("the attachment"). The contractor shall not deliver any software with restrictive markings unless the software is listed on the attachment.
(3) In addition to the assertions made in the attachment, other assertions may be identified after award when based on new information or inadvertent omissions unless the inadvertent omissions would have materially affected the source selection decision. Such identification and assertion shall be submitted to the contracting officer as soon as practicable prior to the scheduled date for delivery of the software, in the following format, and signed by an official authorized to contractually obligate the contractor:

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

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

Computer Software to be Furnished with Restrictions*	**Basis for Assertion****	**Asserted Rights Category*****	**Name of Person Asserting Restrictions******
[List]	[List]	[List]	[List]

*Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions on the Government's rights to use, release, or disclose computer software.
**Indicate whether development was exclusively or partially at private expense. If development was not at private expense, enter the specific reason for asserting that the Government's rights should be restricted.
***Enter asserted rights category (e.g., restricted or government purpose rights in computer software, government purpose license rights from a prior contract, rights in SBIR software generated under another contract, or specifically negotiated licenses).
****Corporation, individual, or other person, as appropriate.

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

(4) When requested by the contracting officer, the contractor shall provide sufficient information to enable the contracting officer to evaluate the contractor's assertions. The contracting officer reserves the right to add the Contractor's assertions to the attachment and validate any listed assertion, at a later date, in accordance with the procedures of the Validation of Asserted Restrictions—Computer Software clause of this contract.

(f) Marking requirements. The contractor, and its subcontractors or suppliers, may only assert restrictions on the Government's rights to use, modify, reproduce, release, perform, display, or disclose computer software by marking the deliverable software or documentation subject to restriction. Except as provided in paragraph (f)(5) of this clause, only the following legends are authorized under this contract: the government purpose rights legend at paragraph (f)(2) of this clause; the restricted rights legend at paragraph (f)(3) of this clause; or the special license rights legend at paragraph (f)(4) of this clause; and/or a notice of copyright as prescribed under 17 U.S.C. 401 or 402.

(1) General marking instructions. The contractor, or its subcontractors or suppliers, shall conspicuously and legibly mark the appropriate legend on all computer software that qualify for such markings. The authorized legends shall be placed on the transmittal document or software storage container and each page, or portions thereof, of printed material containing computer software for which restrictions are asserted. Computer software transmitted directly from one computer or computer terminal to another shall contain a notice of asserted restrictions. However, instructions that interfere with or delay the operation of computer software in order to display a restrictive rights legend or other license statement at any time prior to or during use of the computer software, or otherwise cause such interference or delay, shall not be inserted in software that will or might be used in combat or situations that simulate combat conditions, unless the contracting officer's written permission to deliver such software has been obtained prior to delivery. Reproductions of computer software or any portions thereof subject to asserted restrictions shall also reproduce the asserted restrictions.

(2) Government purpose rights markings. Computer software delivered or otherwise furnished to the Government with government purpose rights shall be marked as follows:

GOVERNMENT PURPOSE RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

Expiration Date _____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(2) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. No restrictions apply after the expiration date shown above. Any reproduction of the software or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(3) Restricted rights markings. Software delivered or otherwise furnished to the Government with restricted rights shall be marked with the following legend:

RESTRICTED RIGHTS

Contract No. _____

Contractor Name _____

Contractor Address _____

_____

The Government's rights to use, modify, reproduce, release, perform, display, or disclose this software are restricted by paragraph (b)(3) of the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause contained in the above identified contract. Any reproduction of computer software or portions thereof marked with this legend must also reproduce the markings. Any person, other than the Government, who has been provided access to such software must promptly notify the above named contractor.

(End of legend)

(4) Special license rights markings.

(i) Computer software or computer software documentation in which the Government's rights stem from a specifically negotiated license shall be marked with the following legend:

SPECIAL LICENSE RIGHTS

The Government's rights to use, modify, reproduce, release, perform, display, or disclose these data are restricted by Contract No. _____(Insert contract number)____, License No. ____(Insert license identifier)____. Any reproduction of computer software, computer software documentation, or portions thereof marked with this legend must also reproduce the markings.

(End of legend)

(ii) For purposes of this clause, special licenses do not include government purpose license rights acquired under a prior contract (see paragraph (b)(5) of this clause).

(5) Preexisting markings. If the terms of a prior contract or license permitted the contractor to restrict the Government's rights to use, modify, release, perform, display, or disclose computer software or computer software documentation and those restrictions are still applicable, the contractor may mark such software or documentation with the appropriate restrictive legend for which the software qualified under the prior contract or license. The marking procedures in paragraph (f)(1) of this clause shall be followed.

(g) Contractor procedures and records. Throughout performance of this contract, the contractor and its subcontractors or suppliers that will deliver computer software or computer software documentation with other than unlimited rights, shall—

(1) Have, maintain, and follow written procedures sufficient to assure that restrictive markings are used only when authorized by the terms of this clause; and

(2) Maintain records sufficient to justify the validity of any restrictive markings on computer software or computer software documentation delivered under this contract.

(h) Removal of unjustified and nonconforming markings.

(1) Unjustified computer software or computer software documentation markings. The rights and obligations of the parties regarding the validation of restrictive markings on computer software or computer software documentation furnished or to be furnished under this contract are contained in the Validation of Asserted Restrictions—Computer Software and the Validation of Restrictive Markings on Technical Data clauses of this contract, respectively. Notwithstanding any provision of this contract concerning inspection and acceptance, the Government may ignore or, at the contractor's expense, correct or strike a marking if, in accordance with the procedures of those clauses, a restrictive marking is determined to be unjustified.

(2) Nonconforming computer software or computer software documentation markings. A nonconforming marking is a marking placed on computer software or computer software documentation delivered or otherwise furnished to the Government under this contract that is not in the format authorized by this contract. Correction of nonconforming markings is not subject to the Validation of Asserted Restrictions—Computer Software or the Validation of Restrictive Markings on Technical Data clause of this contract. If the Contracting Officer notifies the Contractor of a nonconforming marking or markings and the contractor fails to remove or correct such markings within sixty (60) days, the Government may ignore or, at the contractor's expense, remove or correct any nonconforming markings.

(i) Relation to patents. Nothing contained in this clause shall imply a license to the Government under any patent or be construed as affecting the scope of any license or other right otherwise granted to the Government under any patent.

(j) Limitation on charges for rights in computer software or computer software documentation.
(1) The contractor shall not charge to this contract any cost, including but not limited to license fees, royalties, or similar charges, for rights in computer software or computer software documentation to be delivered under this contract when—

(i) The Government has acquired, by any means, the same or greater rights in the software or documentation; or

(ii) The software or documentation are available to the public without restrictions.

(2) The limitation in paragraph (j)(1) of this clause—

(i) Includes costs charged by a subcontractor or supplier, at any tier, or costs incurred by the contractor to acquire rights in subcontractor or supplier computer software or computer software documentation, if the subcontractor or supplier has been paid for such rights under any other Government contract or under a license conveying the rights to the Government; and

(ii) Does not include the reasonable costs of reproducing, handling, or mailing the documents or other media in which the software or documentation will be delivered.

(k) Applicability to subcontractors or suppliers.
(1) Whenever any noncommercial computer software or computer software documentation is to be obtained from a subcontractor or supplier for delivery to the Government under this contract, the contractor shall use this same clause in its subcontracts or other contractual instruments, and require its subcontractors or suppliers to do so, without alteration, except to identify the parties. No other clause shall be used to enlarge or diminish the Government's, the contractor's, or a higher tier subcontractor's or supplier's rights in a subcontractor's or supplier's computer software or computer software documentation.
(2) The contractor and higher tier subcontractors or suppliers shall not use their power to award contracts as economic leverage to obtain rights in computer software or computer software documentation from their subcontractors or suppliers.
(3) The contractor shall ensure that subcontractor or supplier rights are recognized and protected in the identification, assertion, and delivery processes required by paragraph (e) of this clause.

(4) In no event shall the contractor use its obligation to recognize and protect subcontractor or supplier rights in computer software or computer software documentation as an excuse for failing to satisfy its contractual obligation to the Government.

(End of clause)

● DFARS 252.251-7000, Ordering from Government Supply Sources (Aug. 2012)
(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:
(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).
(2) The following statement:
"Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern."
(3) The completed address(es) to which the contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under nonmandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the contractor shall—
(1) Comply with the requirements of the contracting officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;
(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;
(3) Order only those items required in the performance of Government contracts; and
(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The contractor shall annotate each invoice with the date of receipt. For purposes of computing interest for late contractor payments, the Government's invoice is deemed to be a demand for payment in accordance with the Interest clause of this contract. The contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the contracting officer terminating the contractor's authorization to use DoD supply sources. In the event the contracting officer decides to terminate the authorization due to the contractor's failure to pay in a timely manner, the contracting officer shall provide the contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the contractor shall—
(1) Comply with the requirements of the contracting officer's authorization; and
(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal

Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.
(e) Only the contractor may request authorization for subcontractor use of Government supply sources. The contracting officer will not grant authorizations for subcontractor use without approval of the contractor.
(f) Government invoices shall be submitted to the contractor's billing address, and contractor payments shall be sent to the Government remittance address specified below:

Contractor's Billing Address (include point of contact and telephone number): TO BE COMPLETED AT TIME OF AWARD

Government Remittance Address (include point of contact and telephone number): TO BE COMPLETED AT TIME OF AWARD

(End of clause)

PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J
LIST OF EXHIBITS AND ATTACHMENTS

J-1 Exhibit A—DD 1423, Contract Data Requirements List
J-2 Exhibit B—Performance Work Statement
J-3 Exhibit C—Requirements for On-Site Contractors
J-4 Exhibit D—Small Business Plan, dated.*
J-5 Exhibit E—DD Form 254, Contract Security Classification Specification, Ser {FILL IN} Dated {FILL IN}
J-6 Exhibit F—Quality Assurance Surveillance Plan

J-7 Attachment 1, Staffing Plan without Costs
J-8 Attachment 2, Past Performance Questionnaire
J-9 Attachment 3, Cost Summary Format
J-10 Attachment 4, DCAA Rate Check Form
J-11 Attachment 5, Supporting Cost Data
J-12 Attachment 6, Staffing Plan with Costs
J-13 Attachment 7, Sample Task Order Requirement Packages Proposal Format
J-14 Attachment 8, Sample Task Order Requirement Package

** To be included at time of award*

PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION K
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:

● FAR 52.204-8, Annual Representations and Certifications (Dec. 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.
(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.

(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:
___ (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)

● FAR 52.209-7, Information Regarding Responsibility Matters (Feb. 2012)
(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 via https://www.acquisition.gov (see 52.204-7).

(End of provision)

● **DFARS 252.204-7007, Alternate A, Annual Representations and Certifications. (July 2012)**
Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(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.]

X (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government

X (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.

X (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.

____ 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 Number	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)

● DFARS 252.209-7997, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under Any Federal Law—DoD Appropriations (Jan. 2013) (Deviation)

(a) In accordance with section 101(a)(3) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for general appropriations for DoD may be used to enter into a contract with any corporation that—

(1) Has any unpaid federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The offeror represents that-

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

● DFARS 252.209-7996, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—DoD Military Construction Appropriations (Jan. 2013) (Deviation)

(a) In accordance with section 101(a)(10) of the Continuing Appropriations Resolution, 2013,(Pub. L. 112-175) none of the funds made available by that Act for military construction may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a federal law within the preceding 24 months.

(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://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/far1toc.htm
http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/dfars/dfar1toc.htm
http://farsite.hill.af.mil/vfnapsa.htm

FAR CLAUSE	TITLE
52.204-7	Central Contractor Registration (Dec. 2012)
52.215-1	Instructions to Offerors—Competitive Acquisition (Jan. 2004)
52.215-16	Facilities Capital Cost of Money (June 2003)
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data (Oct. 2010), with Alternate II (Oct. 1997), Alternate III (Oct. 1997) as follows: (c) Submit the cost portion of the proposal via the following electronic media: electronic spreadsheet format. and Alternate IV (Oct. 2010) as follows: (a) Submission of certified cost or pricing data is not required. (b) Provide information other than cost or pricing data as set forth in Section L-14, including the access to records necessary to permit an adequate evaluation of the proposed price in accordance with FAR 15.403-3.
52.215-22	Limitations on Pass-Through Charges—Identification of Subcontract Effort (Oct. 2009)
52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (Feb. 1999)
52.222-46	Evaluation of Compensation for Professional Employees (Feb. 1993)
52.237-10	Identification of Uncompensated Overtime (Oct. 1997)

DFARS CLAUSE	TITLE
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country (Jan. 2009)
252.215-7008	Only One Offer (June 2012)
252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer (Oct. 2010)

L-2 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-3 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-4 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., SW, 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-5 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*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(List)*****	(List)	(List)	(List)

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

Date _____

Printed Name and Title _____

_____

Signature _____

(End of identification and assertion)

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

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

L-6 DFARS 252.227-7028, TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUNE 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-7 MULTIPLE AWARDS

The contracting officer may make multiple awards resulting from this solicitation for entire CLINs only.

L-8 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.

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

L-9 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-10 SECURITY REQUIREMENTS

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

L-11 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to FAR Subpart 9.5 and the definitions provided therein:

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.

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.

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 that will impact, directly or indirectly, on the contractor's decision-making process.

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

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

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 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, i.e., government approved corporate mitigation plan. The terms of this clause are subject to negotiation.

L-12 JOINT VENTURES AND SUBCONTRACTING LIMITATIONS

a. This solicitation is 100% set-aside for small business concerns, contemplating multiple awards. Prime contractor roles may be established as a single prime contractor, a formal joint venture (JV), or an informal JV. For purposes of this solicitation, the following definitions apply:
(1) Joint Venture—an entity formed to engage in and carry out a specific business venture for joint profit.
(2) Formal Joint Venture—a joint venture that has been formed as a separate legal entity, based upon a written legal agreement between all partners and will perform the contractual effort with its own separate employees (i.e., is populated) or with each of the individual entities' own separate employees (i.e., is unpopulated).
(3) Informal Joint Venture—a joint venture that merely exists through a written agreement between two or more individual business entities, and will perform the contractual effort with each of the individual entities' own separate employees (i.e., is unpopulated).

b. In order to qualify as a formal or informal small business JV for this acquisition, all JV partners must be classified as small pursuant to the assigned NAICS code specified elsewhere in this solicitation. All informal joint ventures must be limited to a small, manageable number of partners.

c. All prime contractor awardees under this solicitation must comply with FAR 52.219-14, Limitations on Subcontracting, and 13 CFR 125.6, which require that at least 50 percent of the cost of contract performance incurred for personnel be expended for employees of the small business prime offeror. The small business prime contractor must meet the 50% requirement (1) individually, or (2) together with other small business members of a formal JV, or (3) together with a small number of small business subcontractors forming an informal JV, in which those subcontractors meet the definition of 'ostensible subcontractor' as set forth in 13 CFR 121.103(h)(4). Rules on affiliation and JVs are at FAR 19.101, 13 CFR 121.103, 13 CFR 124.513 and 13 CFR 125.6. Team members in formal and informal JVs are exempt from affiliation rules under the conditions set forth in 13 CFR 121.103(h)(3).

d. If the prime contractor is a single (non-JV) entity, the 50% requirement can be satisfied only with personnel of the single prime contractor. If the prime contractor is a formal populated small business JV, the 50% requirement can be satisfied only with personnel populating the formal JV entity. If the prime contractor is an unpopulated formal or informal small business JV, the 50% requirement can be satisfied only with personnel of the individual JV partners. Furthermore, small business or team members to a single prime contractor or to a formal or informal JV cannot assist in meeting the 50% performance of work requirement. The remaining 50% may be subcontracted to other firms regardless of business size.

L-13 SAMPLE TASK

Each offeror is required to complete and submit a proposal against sample task for evaluation. The proposal shall be included as part of Volumes IV and V. The purpose of the sample task is for the offeror to demonstrate its ability to provide soundness of approach, credibility, realism, and logic to proposed tasking, and its understanding of the Government's requirements. The sample task order (Attachments 8) will also be used by the Government to assess the offeror's methodology for proposing costs by evaluating the reasonableness, realism, and completeness of the proposed costs for performance of the sample task order. The TORPs will not constitute a part of the offer, and the information communicated as part of the sample task order will not become a part of any resultant contract; however, the responses to the sample task order will be a material part of the evaluation by the Government.

L-14 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

Per provision FAR 52.215-1, the government reserves the right to make multiple awards, and the government intends to award without discussions. The government reserves the right to conduct discussions deemed necessary and to limit the number of proposals in the competitive range.

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 as follows:

Contracting Officer, ATTN: Patricia Woodhouse, Code 3220		
RFP No. N00173-13-R-PW06	Closing Date: 22 April 2013	Time: 2 p.m. local time
Naval Research Laboratory		
4555 Overlook Avenue, SW		
Washington, DC 20375		

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, SW, Washington, DC 20375, Building 222, Room 115, between the hours of 8 a.m. until 4 p.m., local time, up until the closing date and 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's pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist, to deliver the proposal.

All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at this website: www.nrl.navy.mil/visitor-info/planning-a-visit.

L-15 ANTICIPATED DISTRIBUTION OF DIRECT LABOR HOURS BY LABOR CATEGORIES

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

Labor Category	Year 1 hours	Year 2 hours	Year 3 hours	Total hours
Project Manager	367	367	367	1,101
Sr Scientist/Engr	33,221	33,221	33,221	99,663
Scientist /Engr	23,481	23,481	23,481	70,443
Technician	1,830	1,830	1,830	5,490
	58,899	58,899	58,899	176,697

L-16 PROPOSAL ORGANIZATION

(a) Each of Volumes I, II, III, and IV shall contain the following items in addition to the offeror's proposal data required by this RFP.

1. Cover and title page: The cover and title page shall include the following
   - – Title of proposal
   - – Volume number and title
   - – RFP number
   - – Name, point of contact information, address, telephone number, facsimile number, and e-mail address of the offeror

– Offeror's CAGE code and DUNS number
– Date
– Offer expiration date

2. Table of Contents

(b) The offeror is encouraged to use recycled paper and maximize the use of double sided copying when preparing its response.

(c) Required Copies
1. One (1) original of Volume I is required.
2. One (1) original and three (3) copies are required for Volume II.
3. One (1) original and one (1) copy of Volume II are required.
4. One (1) original of Volume IV is required.
5. One (1) original and three (3) copies are required for Volume V.

(d) Restriction on Disclosure and Use of Data—If the offeror included in its proposal data it does not want disclosed to the public or is to be used by the Government for evaluation purposes only, the offeror must specifically identify such data in accordance with FAR 52.215-1(e).

(e) Submittal via CD or DVD
1. Shall be submitted on a CD-R or DVD-R only (write once/read only) and "closed" so that no further writes can be made to the media. CD-R/W or DVD-R/W media types are not acceptable.
2. Media must be virus scanned by the offeror before media is provided to the Government.
3. Data files/CD-Rs should be accessible by a computer running MS Office 2007, Windows 7, or compatible.
5. Data files should be .xls file format (MS Windows Excel Office 2007 or earlier)

(f) Proposal Format and Length
Little 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 performance work statement, company's organization and accounting structure, and proposed cost estimate.

<u>Volume I: Contract Information</u>
● Cover/Forwarding Letter: 2-page limit
● Standard Form 33, "Solicitation, Offer, and Award", with blocks 12 through 18 completed by the offeror
● Solicitation Amendment(s) (if any). The offeror shall submit signed completed copies of each amendment(s).
● Sections D through L Fill-Ins: No page limit
● OCI Mitigation Plan, if applicable: No page limit
● Limitations on Subcontracting. Fully discuss the approach for complying with FAR 52.219-14, Limitations on Subcontracting, and 13 CFR 125.6, which require that at least 50 percent of the cost of contract performance incurred for personnel be expended for employees of the small business prime offeror. See Section L-12 of this solicitation for definitions and requirements applicable to joint ventures and subcontracting limitations. The discussion should consider the magnitude of this requirement as well as the need for a viable, robust team to accommodate multiple complex tasks. For the purpose of calculating the cost of contract performance incurred for personnel of both prime contractors and subcontractors, the following costs shall apply:
– Direct labor dollars
– Direct labor overhead dollars
– General and administrative dollars on direct labor and direct labor overhead

Note: In addition to the above discussion, the information contained in Volume IV must clearly reflect prime offeror pricing for at least 50 percent of the cost of contract performance incurred for personnel. Ensure that prime percentage is at least 50 percent of cost of performance.

Volume II, Technical/Management Proposal (60-page limit)

NOTE: The offeror is to ensure that all Technical Proposal information is contained within Volume II and that no cost/price information has been included in this volume.

(1) The offeror must propose the labor categories in accordance with the level-of-effort breakdown in Section L-15. If the offeror uses labor category terminology other than that used in Section L-15, the offer must provide a matrix clearly relating their proposed labor categories to those stated.

Using Microsoft Excel, offerors shall provide a staffing plan, by task area, of all proposed labor category personnel supporting each of the task areas specified in the statement of work. The offeror shall provide their staffing plans as a separate document in Microsoft Excel in the format described by Attachment 1, Staffing Plan without Costs, which consists of the following information set:

a. Individual's name
b. Employer (employee's company name)
c. Labor category (junior, mid-level, or senior)
d. Proposed position
e. Task area in SOW
f. Number of labor hours proposed for each base and option year, in accordance with 3, Cost Summary Format.
g. Percentage of time dedicated to contract
h. Years of related professional experience
i. Highest educational degree obtained
j. Degree area
k. Security clearance level

In the event the offeror has not identified a firm candidate for a proposed task area, include the word "pending" in lieu of an individual's name.

(2) The following information is required for evaluation of the offeror's technical/management proposal:

Qualifications of Key Personnel

The offeror shall provide convincing evidence that the company has, or has the ability, to obtain personnel with relevant experience in the scientific and technical areas described in the statement of work. These areas are highly specialized, and personnel without actual experience in these areas are not acceptable. The proposal must indicate the specific key personnel to be assigned to this effort and should clearly demonstrate how each person offered meets the key personnel qualifications as detailed in the solicitation. Specifically, the proposal should detail each person's background, qualifications, and pertinent experience as it relates to the relevant area of the statement of work.

It is essential for the offeror to demonstrate that key personnel possess or will be capable of possessing a final favorable DoD adjudicated clearance commensurate with the level of access required for the performance of this contract prior to commencing work. It is further desired that all non–key personnel be capable of obtaining the same. The proposal should specify the amount of effort each person will be performing on this contract, both by the prime contractor as well as any proposed subcontractors.

Technical Approach

The offeror must provide a narrative description that clearly demonstrates the company's experience on projects with scientific and technical tasks similar in size, scope, and complexity to those required in the performance work statement and quality assurance surveillance plan. The documentation should be sufficient to support both the prime and subcontractor's(s') breadth and depth of experience as it relates to the performance work statement and should clearly demonstrate (1) the relationship between the company's experience and the tasks required under the performance work statement and quality assurance surveillance plan and (2) prior or current programs in the task areas.

Management/Corporate Experience

The proposal shall demonstrate the offeror's management ability and success in managing projects of similar complexity and duration as that set forth in the performance work statement and quality assurance surveillance plan. This description should clearly demonstrate how the company's management efforts resulted in its ability to meet performance, cost, and schedule goals on projects of similar size and complexity. The offeror should demonstrate the management controls, procedures, and methods necessary to ensure accomplishment of procurement, subcontracting, status reporting, security, and personnel staffing requirements. The government will evaluate the offeror's program manager qualifications and commitment/availability.

The proposal shall provide a detailed description of all teaming/subcontracting arrangements (e.g., formal or informal joint venture, traditional prime–sub relationship, and/or other formal or informal team arrangement) to include identification of the lead contractor and the roles/responsibilities of all participants. Identify any foreseen risks associated with the proposed teaming/subcontract arrangement(s) and address how those risks will be mitigated to ensure successful contract performance. For offerors proposing under a formal or informal joint-venture agreement, or other formal teaming arrangement, provide a copy of the fully executed agreement to include signatures of all parties. The offeror shall further describe its approach for managing these team members/subcontractors and maintaining organizational control over their contractual efforts. The discussion shall include the processes that will be employed to maintain privity of contract restrictions while, at the same time, efficiently conveying Government technical requirements to team members/subcontractors, implementing changes in technical direction, monitoring/measuring their performance, and ensuring that all task objectives are achieved.

The proposal will also be evaluated on the offeror's strategy for ensuring a smooth and effective transition between the offeror's organization personnel and the incumbent contractor's personnel into the ongoing system development, maintenance, and operations efforts. The proposal will be evaluated on the offeror's ability to complete all the transition activities within 90 days after contract award.

Volume III, Past Performance Information

NOTE: Offerors are to ensure that all Past Performance information is contained within Volume III and that no cost/price information has been included in this volume.

● Recent and Relevant Past Performance Questionnaires (PPQs) (Attachment 2): Minimum of three required for the prime and a minimum of one reference for any subcontractor that performs more than 10% of total contract effort. CPARs reports may be provided in lieu of PPQs. The offeror shall contact the contracting organizations identified pursuant to paragraph (b) below as soon as possible and request them to complete and e-mail the completed past performance questionnaire (Attachment 2) to the contract specialist named at paragraph G-1 as soon as possible.

● Previous Contracting Effort Narrative: Minimum of three narratives (3-page limit each) for the prime and a minimum of one narrative for any subcontractor that performs more than 10% of total contract effort. The offeror

shall identify three (3) contract efforts performed within the last three government fiscal years (1 October 2009–present). The offeror must also ensure the submittal at least one (1) Past Performance Questionnaire (Attachment 2) for each proposed subcontractor effort valued a10% or more of its total current offering. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support efforts identified in the statement of work for this solicitation. The identified contracts can be with federal, commercial, or other customers.

Provide the following information for each contract:

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

● The offeror may include in its proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror.

Volume IV, Supporting Cost Data

● Section B Pricing
● Cost/Price Narrative: 30-page limit
  – All subcontractor cost data shall also be accompanied by a cost/price narrative.
  – Discuss any assumptions made in developing the sample task order cost proposal and the effects of those assumptions.
● Cost/Price Supporting Data: No page limit (Cost Summary Format, Attachment 3)
  – All subcontractor cost/price supporting data must be submitted in MS Excel format provided as Attachment 3: No page limit
● DCAA Rate Check Form (Attachment 4)
● Supporting Cost Data (Attachment 5)
● Staffing Plan for Cost Volume (Attachment 6)

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. The proposal shall include a summary description of the offeror's standard estimating, purchasing, and accounting systems and changes to estimating/accounting practices.

Should rates be used in the proposal that are not Defense Contract Audit Agency (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.

The offeror must have an accounting system approved and/or adequate for determining costs applicable to a cost-reimbursement type contract per the DCAA. The DCAA determination must have been made within the last four years from date of RFP release.

The offeror shall furnish a copy of the cost proposal to its cognizant DCAA and DCMA office. The cover page of the proposal shall clearly indicate the NRL, 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)."

Sample Task Order Proposals

The sample task order is provided in Attachments 8 to this solicitation. The cost proposals for the sample task order shall be prepared in accordance with the format and instructions located at Attachment 7 and the requirements below. The offeror shall submit separate cost proposals for the sample task.

The proposed costs for the sample task order shall be presented in the following format:

- Section B Pricing
- Cost/Price Narrative: 5-page limit
  - All subcontractor cost data shall also be accompanied by a cost/price narrative.
  - Discuss any assumptions made in developing the sample task order cost proposal and the effects of those assumptions.
- Cost/Price Supporting Data: No page limit (Cost Summary Format, Attachment 3)
  - All subcontractor cost/price supporting data must be submitted in the portal in MS Excel format provided as Attachment 4: No page limit
- Staffing Plan for Cost Volume (Attachment 6)

Excessive Pass-Through Charges

Offerors shall ensure compliance with FAR 52.215-22, Excessive Pass-Through Charges—Identification of Subcontract Effort, and 52.215-23, Limitations on Pass-Through Charges. If applicable, an offeror shall identify in the proposal the amount of the subcontractors' indirect costs, profit, and a description of the value added as is applicable to the work they are to perform. The contracting officer shall determine if excessive pass-through charges exist; and the Government will not pay those charges.

Volume V, Sample Task Order

The sample task order affords the offeror the opportunity to demonstrate its ability to perform the types of tasks that may be required during contract performance and to demonstrate the technical and management capabilities presented in other volumes of the proposal. The sample task order is provided at Attachments 8. The offeror's response to the sample task order must provide sufficient details to clearly demonstrate the offeror's understanding of and approach to the sample task. The specific content and format of sample task proposal shall be in accordance with Attachment 7 (Sample Task Order Proposal Format). The sample task order proposal shall consist of four parts:

Part 1—Understanding of Requirements. Part 1 of the sample task order proposal shall include three subparts:
Subpart 1A—Key Task Aspects
Subpart 1B—Team Composition (to include Attachment 1)
Subpart 1C—Organizational conflicts of interest (OCI)
Proposal preparation requirements for these subparts are set forth at Attachment 7.

Part 2—Task Order Approach. Part 2 of the sample task order proposal shall include four subparts:
Subpart 2A—Technical Approach
Subpart 2B—Risk Mitigation and Special Requirements Management
Subpart 2C—Management Control
Subpart 2D—Resource Allocation
Proposal preparation requirements for these subparts are set forth at Attachment 7.

Part 3—Task Specific Qualifications and Experience. Part 3 of the sample task order proposal shall include two subparts:
Subpart 3A—Personnel Qualifications
Subpart 3B—Corporate Experience
Proposal preparation requirements for these subparts are set forth at Attachment 7.

Part 4—Task Order Costs. The offeror shall delineate proposed costs for the sample task order in accordance with Volume IV. **Cost information shall not be included in Volume V.**

SECTION M
EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

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.

Selection will be based on a complete assessment of each offeror's technical proposal (to include sample task order proposals), past performance information, and cost proposal. Within the best value continuum, the Government will employ a price/technical tradeoff analysis of both price and nonprice factors (FAR 15.101-1) in evaluating each proposal submitted. The nonprice evaluation criteria (technical and past performance), when combined, are significantly more important than cost or price. However, as nonprice 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.

To be considered for award, a rating of no less than "Good" must be achieved for the technical factors.

M-2 FAR 52.217-5 - EVALUATION OF OPTIONS (JULY 1990)

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

M-3 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
– Qualifications of Personnel
– Technical Approach
– Management/Corporate Experience
Past Performance 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:

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 (to include sample task order 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 nonprice factors (FAR 15.101-1) in evaluating each proposal submitted. The nonprice evaluation criteria (technical and past performance), when combined, are significantly more important than cost or price. However, as nonprice 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.

Technical proposals shall be evaluated on the following three (3) factors, which are ranked in order of importance: "Qualifications of Key Personnel" is equal in importance to "Technical Approach." These two factors combined are significantly more important than "Management/Corporate Experience."

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. 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 used 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 nonprice 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(s') nonprice factors and price factor measured against the evaluation criteria listed below:

4. Evaluation of Technical Factors

QUALIFICATIONS OF KEY PERSONNEL

The offeror shall provide convincing evidence that the company has, or has the ability, to obtain personnel with relevant experience in the scientific and technical areas described in the performance work statement (Exhibit B) and quality assurance surveillance plan (Exhibit F). These areas are highly specialized, and personnel without actual experience in these areas are not acceptable. The proposal must indicate the specific key personnel to be assigned to this effort and should clearly demonstrate how each person offered meets the key personnel qualifications as detailed in the performance work statement and quality assurance surveillance plan. Specifically, the proposal should detail each person's background, qualifications, and pertinent experience as it relates to the relevant areas of the performance work statement and quality assurance surveillance plan.

It is essential for the offeror to demonstrate that key personnel possess or will be capable of possessing a final favorable DoD adjudicated clearance commensurate with the level of access required for the performance of this contract prior to commencing work. (It is further desired that all non–key personnel be capable of obtaining the same.) The proposal should specify the amount of effort each key person will be performing on this contract, both by the prime contractor as well as any proposed subcontractors.

The following questions will be address by the technical evaluation team:

a. Are the offeror's key personnel technically competent to accomplish the statement of work, as demonstrated by their résumés, experience, and publication records?
b. Are the offeror's key personnel individually available to support the effort on a full-time permanent basis?
c. Does the offeror's technical team span the total requirements of the performance work plan?
d. Is the designated project manager qualified to address the total scope?

TECHNICAL APPROACH

The offeror must provide a narrative description that clearly demonstrates the company's experience on projects with scientific and technical tasks similar in size, scope, and complexity to those required in the performance work statement and quality assurance surveillance plan. The documentation should be sufficient to support both the prime's and subcontractor's(s') breadth and depth of experience as it relates to the performance work statement and should clearly demonstrate (1) the relationship between the company's experience and the tasks required under the performance work statement and (2) prior or current programs in the task areas.

The following questions will be address by the technical evaluation team:

a. Is the offeror's proposed technical approach sound?
b. Does the proposal demonstrate that the offeror understands the requirements of the tasks, the technical issues critical to success, and the complex nature of the efforts required?
c. Do the proposal and the proposed staff demonstrate the experience required to successfully address the technical issues?
d. Does the proposal fully develop and present a competent approach to address each of the technical requirements specified in the performance work statement (PWS) rather than simply playing back the words in the PWS?

MANAGEMENT/CORPORATE EXPERIENCE

The proposal will be evaluated on the offeror's demonstrated management ability and success in managing projects of similar complexity and duration as that set forth in the performance work statement and quality assurance surveillance plan. This description should clearly demonstrate the how the company's management efforts resulted in its ability to meet performance, cost, and schedule goals on projects of similar size and complexity. The offeror should demonstrate the management controls, procedures, and methods necessary to ensure accomplishment of procurement, subcontracting, status reporting, security, and personnel staffing requirements. The government will evaluate the offeror's program manager qualifications and commitment/availability.

The proposal will also be evaluated on the offeror's strategy for ensuring a smooth and effective transition between the offeror's organization personnel and the incumbent contractor's personnel into the ongoing system development, maintenance, and operations efforts. The proposal will be evaluated on the offeror's ability to complete all the transition activities within 90 days after contract award.

The following questions will be address by the technical evaluation team:
a. Does the offeror provide a corporate technical base to support the proposed effort including potential expansion of the level of effort within the scope of work?
b. Does the offeror demonstrate experience and maturity required to successfully manage the proposed effort?
c. Does the offeror provide a transition plan that will ensure a smooth and effective transition between itself and the incumbent?

5. Evaluation of Past Performance

Offerors 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 three (3) 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 performance work statement. 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.

Offerors' 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 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.

6. Evaluation of Cost Proposal
Cost will be evaluated for cost realism, reasonableness, and completeness of the proposed contract 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 Government shall conduct a cost realism analysis of each proposal to ascertain the cost risk associated with the offeror’s understanding of the PWS requirements and to determine the most probable cost of performance for each offeror. The evaluation will focus on the realism of each offeror’s proposed costs, including that of the prime offeror and proposed subcontractors/team members, for its ability to support task order requirements with sufficiently qualified personnel and the application of realistic costs to sample task order solutions as well as the Government’s overall estimated resource mix, travel, and other direct cost factors. The cost realism analysis shall include a review of the specific elements of proposed costs to determine whether the estimated cost elements are realistic for the work to be performed; reflect a clear understanding of the requirements; and are consistent with the proposed methods of performance described in the offeror’s technical/management proposal. 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. Realism and/or reasonableness concerns for which adjustments cannot be adequately quantified, or cost structures considered too low, too high, or unbalanced to support anticipated task order requirements with sufficiently qualified personnel may be determined to represent increased proposal risk.

b. Reasonableness. The offeror’s cost proposal will further be evaluated to determine whether the overall price the Government expects to pay is fair and reasonableness pursuant to FAR 15.404-1(b)(2).

c. 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 PWS and assessing the traceability of estimates. For the cost data to be complete, the offeror and its subcontractors must provide all the data necessary to support the offer. The amount of data needed may vary depending on the requirements.