



**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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

ITEM NO	SUPPLIES/SERVICES	MAXIMUM QUANTITY	UNIT	UNIT PRICE	MAXIMUM AMOUNT
0001		12	MO	\$	\$
	<b>Noun:</b> Ex-USS Shadwell Planned and Corrective Maintenance				
	<b>PSC:</b> J019				
	<b>Contract Type:</b> FIRM FIXED PRICE				
	<b>Ordering Period:</b> 09 October 2013 through 08 October 2016				
	<b>Descriptive Data:</b>				
	The contractor shall provide planned and corrective small boat and ship maintenance in accordance with the Statement of Work Sections 3.3.1, 3.3.2, 3.4.1, 3.4.2, and 3.4.3 dated April 03, 2013. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated December 20, 2011.				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	ESTIMATED UNIT PRICE	NOT TO EXCEED AMOUNT
0002		12	LOT	\$	\$
	<b>Noun:</b> Other Direct Costs including Materials				
	<b>PSC:</b> J019				
	<b>Contract Type:</b> Cost Reimbursement				
	<b>Descriptive Data:</b>				
	The contractor shall provide other direct costs (ODCs) in support of planned and corrective small boat maintenance in accordance with the Statement of Work dated April 03, 2013. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated December 20, 2011.				

ITEM NO	SUPPLIES/SERVICES	MAXIMUM ESTIMATED COST	MAXIMUM FIXED FEE	MAXIMUM ESTIMATED COST PLUST FIXED FEE
0003		\$	\$	\$
	<b>Noun:</b> Ex-USS Shadwell Engineering Manpower and Design Support			
	<b>PSC:</b> AJ46			
	<b>Contract Type:</b> COST PLUS FIXED FEE			
	<b>Ordering Period:</b> 09 October 2013 through 08 October 2016			
	<b>Descriptive Data:</b>			
	The contractor shall provide engineering manpower and design support in accordance with the Statement of Work Sections 3.1.1, 3.1.2, 3.1.3, 3.1.4, 3.2.1, 3.2.1, 3.2.2, 3.2.3, 3.2.4, and 3.2.5 dated April 03, 2013. Deliver data in accordance with Exhibit A, Contract Data Requirements List, DD Form 1423, dated December 20, 2011.			
	<b>TOTAL MAXIMUM NOT TO EXCEED AMOUNT</b> \$			

**B-2 CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE**

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MAXIMUM
ORDER/VALUE	ORDER/VALUE
\$5,000.00	\$2,000,000.00

**B-3 ELECTRONIC ISSUANCE OF ORDERS**

In accordance with FAR 52.216-18 – Ordering paragraph (c), electronic commerce methods are authorized under this contract.

**B-4 TRAVEL COSTS**

(a) Except as otherwise provided herein, the contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46 and the Joint Travel Regulations (JTR). The costs to be reimbursed shall be those costs accepted by the cognizant DCAA office.

(b) Reimbursable travel costs include only that travel performed from the contractor's facility to the worksite, in and around the worksite, and from the worksite to the contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided for in FAR 31.204-35; however, contracting officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The contractor shall not be reimbursed for the following daily local travel costs:

- (i) Travel at U.S. military installations where government transportation is available;
- (ii) Travel performed for personal convenience/errands, including commuting to and from work; and
- (iii) Travel costs incurred in the replacement of personnel when such replacement is accomplished for the contractor's or employee's convenience.

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

**C-1 STATEMENT OF WORK**

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

## **C-2 TASK ORDERS**

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

## **C-3 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)**

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract **for the [NAMED COMPONENT]** 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>.

## **C-4 CONTRACTOR IDENTIFICATION**

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.

## **SECTION D**

### **PACKAGING AND MARKING**

#### **D-1 PACKAGING AND MARKING**

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

## **SECTION E**

### **INSPECTION AND ACCEPTANCE**

**E-1** Inspection and Acceptance clauses incorporated by reference

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.246-4	Inspection of Services – Fixed-Price (AUG 1996)
52.246-5	Inspection of Services - Cost Reimbursement (APR 1984)

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.246-7000	Material Inspection and Receiving Report (MAR 2008)

**E-2 INSPECTION AND ACCEPTANCE**

Inspection and acceptance of the final delivery will be accomplished by the Technical Manager (TM) or Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the 15 day after the final delivery.

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.242-15	Stop-Work Order (AUG 1989) - Alternate I (APR 1984)
52.247-34	F.O.B. Destination (NOV 1991)

**F-2 DELIVERIES OR PERFORMANCE**

(a) The effective period of this contract during which delivery orders/task orders may be issued is as follows:

<u>CLIN</u>	<u>Period of Performance</u>
0001	09 October 2013 through 08 October 2016
0002	09 October 2013 through 08 October 2016
0003	09 October 2013 through 08 October 2016

(b) Each task order shall specify its period of performance

(c) All deliverables required by Contract Line Item No. (CLINs 0001, 0002, 0003) under each order shall be shipped FOB Destination. The place of delivery will be defined in each task order.

Receiving Officer  
Naval Research Laboratory  
Contract Number:  
ATTN:  
CODE:  
LOCATION:

(d) Each task order shall specify its place of performance.

### F-3 DELIVERABLES

Each task order shall establish the required deliverables and a schedule for submission. Deliverables shall be provided to the Contracting Officer's Representative (COR) appointed under separate letter upon award, or as specified in the individual task order(s).

CLIN	Description	Due Date	Delivery Point
0001, 0002, 0003	Monthly Financial Reports	30 DAC	NRL Code 6186

## SECTION G

### CONTRACT ADMINISTRATION DATA

#### G-1 CONTRACT ADMINISTRATION

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

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

The ACO shall direct procuring agency inquiries as follows:

Contract Specialist – Richard Hobson, Code 3220, (202) 404-6199, [richard.hobson@nrl.navy.mil](mailto:richard.hobson@nrl.navy.mil)

Contracting Officer – **[To Be Completed at Award]**

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

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

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

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

b. Contract administration functions withheld, additional contract administration functions assigned, or special instructions are set forth below: (Review FAR 42.202 and DFARS 242.202 and tailor the administration functions to each procurement.)

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

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

**[To Be Completed at Award]** is hereby designated as the Contracting Officer's Representative (COR). Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be re-delegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment. The Contracting Officer may designate assistant or alternate COR(s) to act for the COR by naming such assistant/alternate(s) in writing and transmitting a copy of such designation to the contractor via contract modification.

a. The responsibilities and limitations of the COR are as follows:

The COR is responsible for:

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

b. Limitations: The COR is not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quantity, quality, place of performance, delivery schedule, or any other terms or conditions of the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of

work/specifications, a modification must be issued in writing and signed by the Contracting Officer in order to effect such changes. No such changes shall be made without the express written prior authorization/direction of the Contracting Officer.

### **G-3 GOVERNMENT FURNISHED PROPERTY**

The Government will provide item(s) of Government property to the Contractor for use in the performance of this contract. The following Government property will be furnished to the contractor on a rent-free basis for use in performing the contract:

Facilities: The government will provide necessary workspaces for the contractor staff to provide the support outlined in the SOW.

Utilities: The government will provide all utilities for the facility/facilities in which the contractor is required to work. Utilities will be available for the contractor's use in performance of tasks outlined in this PWS. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under the conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning equipment.

1.1. Equipment: The government may also provide any special tools required for work. This equipment shall be solely for the repair, maintenance, overhaul, or modification of the ex-USS Shadwell.

All government furnished property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

Any/all Government property provided to the Contractor shall be for use in the performance of this contract only. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause. The contractor may be tasked to acquire incidental equipment or materials for the Government's use under individual task order(s). Upon completion of the contract, all property acquired/used/provided shall be returned to the Government. Any/all GFP provided to the Contractor shall be returned to the Government upon completion of the order or termination of the order/contract.

### **G-4 ONR 5252.242-9718 - TECHNICAL DIRECTION (FEB 02)**

a. Performance of the work hereunder is subject to the technical direction of the Program Officer/COR designated in this contract, or his duly authorized representative. 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 serves to accomplish the objectives described in the statement of work;
2. Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

b. Technical direction must be within the general scope of work stated in the contract. Technical direction may not be used to:

1. Assign additional work under the contract,
2. Direct a change as defined in the contract clause entitled "Changes";
3. Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance;  
or
4. Change any of the terms, conditions or specifications of the contract.

c. The only individual authorized to in any way amend or modify any of the terms of this contract shall be the Contracting Officer. When, in the opinion of the Contractor, any technical direction calls for effort outside the scope of the contract or inconsistent with this special clause, the Contractor shall notify the Contracting Officer in writing within ten working days after its receipt. The Contractor shall not proceed with the work affected by the technical direction until the Contractor is notified by the Contracting Officer that the technical direction is within the scope of the contract.

d. Nothing in the foregoing paragraphs may be construed to excuse the Contractor from performing that portion of work statement, which is not affected by the disputed technical direction.

**G-5 SUBCONTRACTORS/CONSULTANTS**

a. Advance notification or requests for consent pursuant to the contract clause entitled "Subcontracts" (FAR 52.244-2) shall be directed to the cognizant administrative contracting officer (ACO).

b. (Paragraph (j) of FAR 52.244-2 is filled in as follows. The following subcontractor/consultants have been identified in the Contractor’s proposal as necessary for performance of this contract and were evaluated during negotiations:

<u>Subcontractor/Consultant Name</u>	<u>Estimated Total Cost</u>

**[To Be Completed by Offeror]**

**G-6 PAYMENT OF FIXED FEE (COMPLETION FORM) (APPLICABLE TO COMPLETION TASK ORDERS ONLY)**

The fixed fee set forth in Section B of this contract shall be payable on completion of the work and services required under CLIN 0003 of this contract and their acceptance on behalf of the Government. However, the contractor may bill on each voucher the amount of the fixed fee bearing the same percentage to the amount of cost billed as the total fixed fee bears to the total estimated cost set forth in Section B, subject to the contract clause entitled "Fixed Fee" (FAR 52.216-8). If the fixed fee is reduced pursuant to any clause or requirement of this contract and the reduced fee is less than the sum of all fee payments made to the contractor under this contract, the contractor shall repay the difference to the Government. The total fee paid the contractor shall not exceed the fixed fee set forth in Section B.

## **G-7 ACCOUNTING AND APPROPRIATION DATA**

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

## **G-8 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) Task orders under this contract will be issued on either firm-fixed-price, cost-plus-fixed-fee completion form, or a cost-plus-fixed-fee term form basis (see FAR 16.306). Each task order shall be subject to either FAR 52.232-20 Limitation of Cost or FAR 52.232-22 Limitation of Funds, as appropriate.

Each term form 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 (if applicable)
- (6) DD Form 1423 (Contract Data Requirements List)
- (7) Place of Performance
- (8) Period of Performance
- (9) Estimated Cost Plus Fixed Fee
- (10) List of Government furnished material and the estimated value thereof for each order.

(f) The ceiling amount for each task order will be the ceiling price stated therein and may not be exceeded except when authorized by a modification to the task order by the contracting officer.

## **G-9 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS (COST-REIMBURSEMENT)**

252.204-0006 Line Item Specific: Proration. (SEP 2009)

The payment office shall make payment from each ACRN in the same proportion as the amount of funding currently unliquidated for each ACRN.

## **G-10 INFORMATIONAL SUBLINE ITEMS**

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

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

(a) The Contracting Officer assigned in Section G will provide the contractor with a Statement of Work (SOW) for each order. The Contractor shall provide the Contracting Officer with a proposal in response to the SOW. The Contracting Officer will prepare an acquisition package and forward to the NRL Contracting Division for issuance of an order.

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

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

## **G-12 DFARS 252.232-7006 – WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JUN 2012)**

a. Definitions. As used in this clause—

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

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

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

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

c. WAWF access. To access WAWF, the Contractor shall—

1. Have a designated electronic business point of contact in the Central Contractor Registration at <https://www.acquisition.gov>; and
2. Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

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

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

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

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

a. For CPFF Task Orders the Contractor shall submit the following:

**Cost Voucher**

b. For FFP Task Orders the Contractor shall submit the following

**Invoice and Receiving Report (Combo)**

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

**Not Applicable**

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	*
Issue By DoDAAC	N00173
Admin DoDAAC	*
Inspect By DoDAAC	N00173
Ship To Code	N00173
Mark For Code	*
Service Approver (DoDAAC)	N00173
Service Acceptor (DoDAAC)	N00173
LPO DoDAAC	N00173
DCAA Auditor DoDAAC	*

**[\*To Be Completed at Award]**

4. Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.
5. WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

**[To Be Completed at Award]**

- g. WAWF point of contact.
1. The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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

**Javanka Caton: [jovanka.caton@nrl.navy.mil](mailto:jovanka.caton@nrl.navy.mil) or (202) 404-3557**

**Clara O'Neal: [clara.oneal@nrl.navy.mil](mailto: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)

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H-1 TYPE OF CONTRACT**

The Government contemplates award of a single award Indefinite Delivery Indefinite Quantity contract with firm-fixed-price, cost-plus-fixed-fee completion form and cost-plus-fixed-fee term form task orders.

#### **H-2 REQUIREMENTS FOR ON-SITE CONTRACTORS**

See Section J, Attachment 2, Requirements for On-Site Contractor Personnel

#### **H-3 ONR 5252.237-9705 - KEY PERSONNEL (DEC 88)**

Must identify at time of solicitation at the end of this provision or in Section L what categories the Government thinks are key...that is, those categories that would be hard to replace and weigh heavy in evaluation.

- a. The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.
- b. The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the

Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least thirty (30) days in advance (sixty (60) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

c. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor of his/her approval or disapproval thereof.

d. In the event that any of the identified key personnel cease to perform under the contract and the substitute is disapproved, the contract may be immediately terminated in accordance with the Termination clause of the contract.

The following are identified as key personnel: \*

Labor Category	First/M/Last Name
Project Manager	
Senior Engineer	
Draftsman	
Electrician	
Welder/Fitter	

[To Be Completed at Award]

**H-4 ONR 5252.216-9706 - LEVEL OF EFFORT (DEC 88) (Applicable to CLIN 0003 Only)**

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

b. The level of effort for this contract shall be expended at an average rate of \_\_\_\_\_\* hours per month. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

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

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

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

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

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

Required LOE Hours

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

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

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

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

j. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the Clause entitled "Limitation of Costs" or "Limitation of Funds," either of which clauses as incorporated herein applies to this contract.

k. The breakdown by labor category of the total level of effort is to be provided in each task order.

**H-5 SERVICE CONTRACT ACT APPLICATION**

The Department of Labor Wage Determination attached to this solicitation (Attachment 3) establishes the minimum wages/fringe benefits to be paid to all covered service employees performing work under the resulting contract.

The SCA applies to the following labor categories:

<u>Labor Category</u>	<u>SCA Occupational Title</u>
Administrator	01020 – Administrative Assistance
Electrician	23160 – Electrician, Maintenance
Welder/Fitter	23960 – Welder, Combination, Maintenance
Laborer	23470- Laborer

**H-6 ONR 5252.235-9714 – REPORT PREPARATION (JUL 2005)**

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

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 fax: 301-206-9789.]

**H-7 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)**

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

**H-8 REPRESENTATIONS AND CERTIFICATIONS**

The Contractor’s SAM Representations and Certifications valid from \_\_\_\_\* to \_\_\_\_\* are incorporated herein by reference.

**[\*To Be Completed at Award]**

**H-9 PROTECTION OF HUMAN SUBJECTS**

Any collection or analysis of data from human subjects must not commence until the contractor provides the following information per SECNAV 3900.39D 8.d. (1):

- a. An appropriate DoD Navy Assurance or a Federal-wide Assurance (FWA) with a DoD Navy addendum to the FWA, or an application for a DoD Navy Assurance.

- b. Documentation of the Institutional Review Board's (IRBs) initial and continuing review and approval.
- c. IRB-approved informed consent form, except when not required consistent with law and regulation.
- d. IRB-approved research protocol.
- e. Documentation that research ethics and human subject protections training has been completed by the contractor's principle investigators.

The contractor has responsibility for certain reporting requirements per SECNAV 3900.39D 8.d. (2).

#### **H-10 ORGANIZATIONAL CONFLICTS OF INTEREST**

- a. Definitions.

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

"Organizational Conflict of Interest" ("OCI") means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. FAR 2.101. An OCI may result when (1) activities or relationships create an actual or potential conflict of interest related to the performance of the Statement of Work (SOW) of this Contract; or, (2) when the nature of the SOW on this Contract creates an actual or potential conflict of interest with respect to the Contractor in relation to a future acquisition.

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

- b. In accordance with the guidance in FAR Subpart 9.5, the Contracting Officer has determined that potentially significant organizational conflicts of interest (OCIs) could result if the Contractor is allowed to participate (at any level) in future Federal Government acquisitions that include requirements that may be established or affected by the performance of the Statement of Work (SOW) by the Contractor under this Contract.
- c. It is understood and agreed that the Contractor may be ineligible (unless expressly exempted as provided in FAR Part 9.5) to act as a prime contractor, subcontractor, or consultant or subcontractor to any prime contractor or subcontractor at any tier, for any future requirements (for services, systems, or components of systems) procured by any Federal Government activity where the Contractor, in performance of the SOW under this Contract, has provided or is providing support (as described in FAR 9.505-1 through 9.505-4) that establishes or affects future requirements or may affect the future competition.
- d. The contracting officer responsible for securing future requirements, in his/her sole discretion, may make a determination to exempt the Contractor from ineligibility as described in subparagraph (c) above provided the Contractor submits an acceptable mitigation plan.

1. Items for consideration in a mitigation plan include the following: identification of the organizational conflict(s) of interest; a reporting and tracking system; an organizational conflict of interest compliance/enforcement plan, to include employee training and sanctions, in the event of unauthorized disclosure of sensitive information; a plan for organizational segregation (e.g., separate reporting chains); data security measures; and, non-disclosure agreements.
2. The Government's determination regarding the adequacy of the mitigation plan or the possibility of mitigation is a unilateral decision made solely at the discretion of the Government and is not subject to the Disputes clause of the contract. The Government may terminate the contract for default if the Contractor fails to implement and follow the procedures contained in any approved mitigation plan.
3. Nothing contained herein shall preclude the contracting officer in future Federal Government acquisitions from making his/her own determination as to whether an OCI exists and whether any such OCI has been successfully mitigated.

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

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

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-11 SPECIAL CONTRACT REQUIREMENT REGARDING NON-DISCLOSURE OF INFORMATION**

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

This Special Contract Requirement supplements and implements Defense FAR Supplement (DFARS) 252.204-7000, "DISCLOSURE OF INFORMATION." As a condition to receiving access to protected data, the Contractor shall: (1) prior to having access to protected data, obtain the agreement of the source of the protected data to permit access by the Contractor to such protected data; (2) use the protected data solely for the purpose of performing duties under this Contract unless otherwise permitted by the source of the protected data; (3) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any employee of the Contractor unless and until such employee has been informed of the restrictions on use and distribution of the protected data and agreed in writing to conform with the applicable restrictions; (4) not disclose, release, reproduce or otherwise provide or make available the protected data, or any portion thereof, to any non-Government person or entity (including, but not limited to, affiliates, subcontractors, successors and assignees of the Contractor), unless the Contracting Officer and the source of the protected data have given prior written approval (which shall be conditioned upon the person receiving the protected data having been informed of the restrictions on use and distribution of the protected data and having agreed in writing to conform with the applicable restrictions; (5) establish and execute safeguards to prevent the unauthorized use or distribution of protected data.

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

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

disclosure, release, or reproduction of protected data or violation of this agreement, of which the company or any employee is or may become aware, shall be reported promptly (within one business day after discovery and confirmation) to the Contracting Officer's Representative (COR).

## **H-12 INSURANCE CLAUSE IMPLEMENTATION**

The contractor shall obtain and maintain the minimum kinds and amounts of insurance during performance of this contract as specified by FAR 28.307-2, Liability, and contemplated by FAR 52.228-5, Insurance – Work on a Government Installation

## **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:

<http://farsite.hill.af.mil/farsites.html>

##### **I-1.1 FEDERAL ACQUISITION REGULATION CLAUSES**

<b><u>FAR CLAUSE</u></b>	<b><u>TITLE</u></b>
52.202-1	Definitions (JUL 2004)
52.203-3	Gratuities (APR 1984)
52.203-5	Covenant Against Contingent Fees (APR 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government (SEP 2006)
52.203-7	Anti-Kickback Procedures (Oct 2010)
52-203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity (JAN 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity (JAN 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions (Oct 2010)
52.204-4	Printed Or Copied Double-Sided On Recycled Paper (MAY 2011)
52.204-7	Central Contractor Registration (DEC 2012)
52.204-9	Personal Identity Verification Of Contractor Personnel (JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (AUG 2012)
52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment (DEC 2010)
52.209-9	Updates of Information Regarding Responsibility Matters (JAN 2011)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012)
52.211-15	Defense Priority And Allocation Requirements (APR 2008)
52.215-2	Audit And Records-Negotiation (OCT 2010)
52.215-8	Order Of Precedence - Uniform Contract Format (OCT 1997)
52.215-10	Price Reduction For Defective Cost Or Pricing Data (AUG 2011)

52.215-11 Price Reduction For Defective Cost Or Pricing Data - Modifications (AUG 2011)

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)  
(will be included if the successful offeror does not propose facilities capital cost of money)

52.215-18 Reversion Or Adjustment Of Plans For Post-Retirement Benefits (PRB) Other Than Pensions (JUL 2005)

52.215-19 Notification Of Ownership Changes (OCT 1997)

52.215-22 Limitations On Pass-Through Charges--Identification Of Subcontract Effort (Oct 2009)

52.215-23 Limitations on Pass-Through Charges. (OCT 2009)

52.219-4 Notice Of Price Evaluation Preference For HUBZone Small Business Concerns (JAN 2011)  
 Offeror elects to waive the evaluation preference.

52.219-8 Utilization Of Small Business Concerns (JAN 2011)

52.219-14 Limitations On Subcontracting (NOV 2011)

52.219-25 Small Disadvantaged Business Participation Program-Disadvantaged Status And Reporting (DEC 2010)

52.222-3 Convict Labor (JUN 2003)

52.222-4 Contract Work Hours And Safety Standards Act-Overtime Compensation (JUL 2005)

52.222-19 Child Labor – Cooperation With Authorities And Remedies (Jul 2010)

52.222-21 Prohibition Of Segregated Facilities (FEB 1999)

52.222-26 Equal Opportunity (MAR 2007)

52.222-35 Equal Opportunity For Veterans (SEP 2010)

52.222-36 Affirmative Action For Workers With Disabilities (OCT 2010)

52.222-37 Employment Reports On Veterans (SEP 2010)

52.222-40 Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)

52.222-41 Service Contract Act of 1965 (NOV 2007)

52.222-50 Combating Trafficking In Persons (FEB 2009)

52.222-54 Employment Eligibility Verification (JUL 2012)

52.223-3 Hazardous Material Identification And Material Safety Data (JAN 1997)

52.223-5 Pollution Prevention And Right-To-Know Information (MAY 2011)

52.223-6 Drug-Free Workplace (MAY 2001)

52.223-17 Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)

52.223-18 Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)

52.223-19 Compliance With Environmental Management Systems (May 2011)

52.225-13 Restrictions On Certain Foreign Purchases (JUNE 2008)

52.227-1 Authorization And Consent (DEC 2007)- Alternate I (DEC 2007)

52.228-5 Insurance – Work on a Government Installation (JAN 1997)

52.230-2 Cost Accounting Standards (OCT 2010)

52.230-3 Disclosure And Consistency Of Cost Accounting Practices (OCT 2008)

52.232.16 Progress Payments (APR 2012)

52.232-17 Interest (OCT 2010)

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 (JUL 2002) - Alternate I (DEC 1991)
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)
52.242-4	Certification of Final Indirect Costs (JAN 1997)
52.242-13	Bankruptcy (JUL 1995)
52.244-2	Subcontracts (OCT 2010) - Alternate I (JUN 2007)
52.244-5	Competition In Subcontracting (DEC 1996)
52.244-6	Subcontracts For Commercial Items (DEC 2010)
52.245-1	Government Property (APR 2012)
52.245-9	Use And Charges (APR 2012)
52.246-23	Limitation Of Liability (FEB 1997)
52.246-25	Limitation Of Liability - Services (FEB 1997)
52.247-1	Commercial Bill Of Lading Notations (FEB 2006)
52.247-63	Preference For U. S. Flag Air Carriers (JUN 2003)
52.251-1	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)

#### **CLAUSES THAT APPLY TO COST PLUS FIXED FEE ORDERS ONLY**

<b><u>FARS CLAUSE</u></b>	<b><u>TITLE</u></b>
52.216-7	Allowable Cost And Payment (JUN 2011) (fill in 30th)
52.216-8	Fixed-Fee (JUN 2011)
52.222-2	Payment For Overtime Premiums (JUL 1990) -The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed "0"
52.228-7	Insurance - Liability To Third Persons (MAR 1996)
52.232-20	Limitation Of Cost (APR 1984) (Applicable when the task order is fully funded)
52.232-22	Limitation of Funds (APR 1984) (Applicable when the task order is not fully funded)
52.233-3	Protest After Award (AUG 1996) - Alternate I (JUN 1985)
52.242-3	Penalties For Unallowable Costs (MAY 2001)
52.243-2	Changes - Cost-Reimbursement (AUG 1987) - Alternate II (APR 1984)
52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
52.249-14	Excusable Delays (APR 1984)

#### **CLAUSES THAT APPLY TO FIRM FIXED PRICE ORDERS ONLY**

<b><u>FARS CLAUSE</u></b>	<b><u>TITLE</u></b>
52.232-8	Discounts for Prompt Payment (FEB 2002)
52.232-11	Extras (APR 1984)
52.233-3	Protest After Award (AUG 1996)
52.237-10	Identification of Uncompensated Overtime (OCT 1997)

52.243-1 Changes – Fixed Price (AUG 1987) – Alternate II (APR 1984)  
52.249-8 Default (Fixed-Price Supply and Service) (APR 1984)

## I-1.2 DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

<u>DFARS CLAUSE</u>	<u>TITLE</u>
252.201-7000	Contracting Officer's Representative (DEC 1991)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials (SEP 2011)
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies (DEC 2008)
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights (JAN 2009)
252.203-7003	Agency Office of the Inspector General (APR 2012)
252.204-7000	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)
252.204-7008	Export-Controlled Items. (Apr 2010)
252.205-7000	Provision Of Information To Cooperative Agreement Holders (DEC 1991)
252.209-7004	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country (DEC 2006)
252.211-7003	Item Identification And Valuation (DEC 2011) (fill in none in (c)(1)(ii) and (c)(1)(iii))
252.211-7007	Reporting of Government-Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
252.211-7008	Use of Government-Assigned Serial Numbers (SEP 2010)
252.215-7000	Pricing Adjustments (DEC 1991)
252.217-7003	Changes (1991)
252.217-7004	Job Orders and Compensation (May 2006)
252.217-7005	Inspection and Manner of Doing Work (Jul 2009)
252.217-7006	Title (DEC 1991)
252.217-7007	Payments (DEC 1991)
252.217-7008	Bonds (DEC 1991)
252.217-7009	Default (DEC 1991)
252.217-7010	Performance (JUL 2009)
252.217-7011	Access to Vessel (DEC 1991)
252.217-7012	Liability and Insurance (AUG 2003)
252.217-7013	Guarantees (DEC 1991)
252.217-7014	Discharge of Liens (1991)
252.217-7015	Safety and Health (DEC 1991)
252.217-7016	Plant Protection (DEC 1991)
252.222-7008	Restrictions on the Use of Mandatory Arbitration Agreements (DEC 2010)
252.223-7004	Drug-Free Work Force (SEP 1988)
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials (APR 2012)
252.225-7001	Buy American Act And Balance Of Payments Program (JUN 2012)
252.225-7002	Qualifying Country Sources As Subcontractors (JUN 2012)
252.225-7006	Quarterly Reporting Of Actual Contract Performance Outside The United States (Oct 2010)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012)
252.225-7012	Preference For Certain Domestic Commodities (JUN 2012)

252.225-7039	Contractors Performing Private Security Functions (JUN 2012)
252.225-7040	Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (JUN 2011) with DEVIATION 2011-O0004 (APR 25, 2011)
252.225-7043	Antiterrorism/Force Protection Policy For Defense Contractors Outside The United States (JAN 2009) (Fill-In: Naval Criminal Investigative Service (NCIS), Code 24, telephone, DSN 228-9113 or commercial (202)433-9113)
252.225-7047	Exports by Approved Community Members in Performance of the Contract (MAY 2012) (Fill-In: CLIN 0003)
252.227-7013	Rights in Technical Data Noncommercial Items (FEB 2012)
252.227-7038	Patent Rights-Ownership By The Contractor (Large Business) (DEC 2007)
252.231-7000	Supplemental Cost Principles (DEC 1991)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
252.232-7010	Levies On Contract Payments (DEC 2006)
252.237-7023	Continuation of Mission Essential Functions .(OCT 2010)
252.237-7024	Notice of Continuation of Essential Contractor Services (OCT 2010)
252.242-7004	Material Management And Accounting System (MAY 2011)
252.242-7005	Contractor Business Systems (MAY 2011)
252.242-7006	Accounting System Administration (FEB 2012)
252.243-7002	Requests For Equitable Adjustment (MAR 1998)
252.244-7000	Subcontracts For Commercial Items And Commercial Components (DoD Contracts) (JUN 2012 )
252.244-7001	Contractor Purchasing System Administration (JUN 2012)
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
252.245-7002	Reporting Loss of Government Property (APR 2012)
252.245-7003	Contractor Property Management System Administration (APR 2012)
252.245-7004	Reporting, Reutilization, and Disposal (APR 2012)
252.246-7001	Warranty Of Data (DEC 1991)
252.246-7003	Notification Of Potential Safety Issues (JAN 2007)
252.247-7023	Transportation Of Supplies By Sea (MAY 2002)
252.251-7000	Ordering From Government Supply Sources (NOV 2004)

#### **CLAUSES THAT APPLY TO FIRM FIXED PRICE ORDERS ONLY**

<b><u>DFARS CLAUSE</u></b>	<b><u>TITLE</u></b>
252.243-7001	Pricing of Contract Modifications (DEC 1997)

#### **I-2 FAR CLAUSES INCORPORATED BY FULL TEXT**

##### **52.216-19 ORDER LIMITATIONS (OCT 1995)**

(a) The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

MINIMUM	MAXIMUM
ORDER/VALUE	ORDER/VALUE
\$5,000.00	\$2,000,000.00

(b) 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 (a) of this section.

(c) Notwithstanding paragraphs (a) and (b) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (a), unless that order (or orders) is returned to the ordering office within 2 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)

#### **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 30 September 2016.

(End of Clause)

#### **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 30 days of the end of the contract's period of performance

(End of Clause)

**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 30 days 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 4 years.

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

(a) Definitions. As used in this clause—

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

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

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

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

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

(3) For long-term contracts—

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

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

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

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

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

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

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

The Contractor represents that it  is,  is not a small business concern under NAICS Code 541712 assigned to contract number \_\_\_\_\_.

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

(End of Clause)

#### **52.222-42 – STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

<u>Employee Class</u>	<u>Monetary Wage</u> <u>Fringe Benefit</u>
01020 – Administrative Assistant	\$20.41
23160 – Electrician, Maintenance	\$18.40
23960 – Welder, Combination, Maintenance	\$16.69
23470- Laborer	\$11.22

(End of Clause)

#### **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) which 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)

**I-3 DFARS CLAUSES INCORPORATED BY FULL TEXT**

**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 26 August 2013 through 25 August 2014.

(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)

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

**SECTION J**

**Exhibits**

#	Document	Date	# of Pages
A	Contract Data Requirements List (CDRL), DD Form 1423-1, Data Items A001 through A004	12/20/11	1

**Attachments**

#	Document	Date	# of Pages
1	Statement of Work	4/03/13	8
2	Requirements for On-Site Contractors	12/20/11	10
3	Department of Labor Wage Determination	9/17/12	8
4	Contractor Labor Rates [From contractor proposal, inserted at award]		

- 5 DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions [**From contractor proposal, inserted at award**]
- 6 DFARS 252.227-7015 Identification and Assertion of Use, Release, or Disclosure Restrictions for Commercial Items [**From contractor proposal, inserted at award**]
- 7 Accounting and Appropriation Data [**To be inserted at award**]

**PART IV - REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K**

**REPRESENTATIONS, CERTIFICATION AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS**

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

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications via the System for Award Management (SAM) at [www.sam.gov](http://www.sam.gov) database. The representations and certification must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

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

**K-2 FAR 52.204-8 – ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2012)**

(a)

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

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

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

(b)

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

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

(i) Paragraph (d) applies.

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

(c)

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

- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
  - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
  - (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
  - (B) Exceed the simplified acquisition threshold; and
  - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (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:

[Contracting Officer check as appropriate.]

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

\_\_\_ (A) Basic.

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

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

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

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

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

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

\_\_\_ (A) Basic.

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

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

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

(a) Definitions. As used in this provision—

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

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

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

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

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

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) 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 FAPIS as required through maintaining an active registration in the Central Contractor Registration database at <http://www.ccr.gov> (see 52.204-7).

(End of provision)

**K-4 FAR 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR. 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 that submits an offer in its own name, other than on a construction or service contract, but that proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it  is,  is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that—

(i) It  is,  is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It  is,  is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It  is,  is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it  is,  is not a veteran-owned small business concern.

(7) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.] The offeror represents as part of its offer that it is  is,  is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that –

(i) It  is,  is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It  is,  is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating

in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

“Service-disabled veteran-owned small business concern” —

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and  
(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“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 (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and  
(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern,” means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and  
(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127),” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of Provision)

Alternate I (Apr 2011).

(9) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

#### **K-5 FAR 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATIONS (OCT 2008)**

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

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

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

##### **I. Disclosure Statement -- Cost Accounting Practices and Certification**

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

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

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

(ii) One copy to the cognizant Federal auditor.

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

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

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

\* (4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage

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

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

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

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

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

Yes                       No

(End of Provision)

### **K-6 FAR 52.230-7 PROPOSAL DISCLOSURE — COST ACCOUNTING PRACTICE CHANGES (Apr 2005)**

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

Yes                       No

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

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

252.204-7007 - Alternate A, Annual Representations and Certifications. (JUL 2012)

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

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

- (i) [252.209-7001](#), Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(ii) [252.209-7003](#), Reserve Officer Training Corps and Military Recruiting on Campus—Representation. Applies to all solicitations with institutions of higher education.

(iii) [252.216-7008](#), Economic Price Adjustment—Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iv) [252.225-7042](#), Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) [252.229-7012](#), Tax Exemptions (Italy)—Representation. Applies to solicitations and contracts when contract performance will be in Italy.

(vi) [252.229-7013](#), Tax Exemptions (Spain)—Representation. Applies to solicitations and contracts when contract performance will be in Spain.

(vii) [252.247-7022](#), Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

\_\_\_ (i) [252.209-7002](#), Disclosure of Ownership or Control by a Foreign Government.

\_\_\_ (ii) [252.225-7000](#), Buy American—Balance of Payments Program Certificate.

\_\_\_ (iii) [252.225-7020](#), Trade Agreements Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ (iv) [252.225-7022](#), Trade Agreements Certificate—Inclusion of Iraqi End Products.

\_\_\_ (v) [252.225-7031](#), Secondary Arab Boycott of Israel.

\_\_\_ (vi) [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate.

\_\_\_ Use with Alternate I.

\_\_\_ Use with Alternate II.

\_\_\_ Use with Alternate III.

\_\_\_ Use with Alternate IV.

\_\_\_ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <https://www.acquisition.gov/>. After reviewing the ORCA database

information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Provision #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

(End of provision)

**K-7 252.209-7997 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW-DoD APPROPRIATIONS (DEVIATION 2013-00006) (JAN 2013)**

(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)

**K-8 DFARS 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE CERTIFICATE. (JUL 2009)**

(a) Definitions. “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009). The offeror’s designation of an item as a “commercial derivative military article” will be subject to Government review and approval.

\_\_\_\_\_  
\_\_\_\_\_.

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor’s good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(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 address: <http://farsite.hill.af.mil/>

<u>FAR CLAUSE</u>	<u>TITLE</u>
52.204-6	Data Universal Numbering System (DUNS) Number (APR 2008)
52.214-34	Submission Of Offers In The English Language (Apr 1991)
52.214-35	Submission Of Offers In U.S. Currency (Apr 1991)
52.215-1	Instructions To Offerors- Competitive Acquisition (JAN 2004)
52.215-16	Facilities Capital Cost Of Money (JUN 2003)
52.219-24	Small Disadvantaged Business Participation Program - Targets (OCT 2000)
52.237-10	Identification Of Uncompensated Overtime (OCT 1997)

<u>DFARS CLAUSE</u>	<u>TITLE</u>
252.209-7000	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country (JAN 2009)
252.215-7008	Only One Offer (JUN 2012)
252.225-7003	Report Of Intended Performance Outside The United States And Canada – Submission With Offer (DEC 2006)
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)

**L-2 FAR 52.216-1 TYPE OF CONTRACT (APR. 1984)**

The Government contemplates award of an Indefinite Delivery Indefinite Quantity contract with firm-fixed-price, cost-plus-fixed-fee completion form and cost-plus-fixed-fee term form task orders resulting from this solicitation.

**L-3 FAR 52.233-2 SERVICE OF PROTEST (SEPT. 2006)**

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

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

**L-4 FAR 52.237-1 SITE VISIT (APR 1984)**

Offerors or quoters are urged and expected to inspect the site where services are to be performed and to satisfy themselves regarding all general and local conditions that may affect the cost of contract performance, to the extent that the information is reasonably obtainable. In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(End of Provision)

A site visit will be conducted on **10 July 2013 at 11:15 a.m. CST**. Attendees must pass through the main gate at Sector Mobile aboard the Coast Guard Station on South Broad Street, Brookley Field. The address, 1500 15th Street, Mobile, AL 36615, should be used for GPS purposes. Attendees must have a picture ID and be accompanied by Arthur Durkin or

Hung Pham of NRL to enter the premises. Each offeror may send up to two (2) representatives. Prospective offerors planning to attend must notify Richard Hobson by phone, 202-404-6199, or by email richard.hobson@nrl.navy.mil by **08 July 2013 12:00 p.m. EST**. If there are any questions after the site visit regarding this solicitation, they should be submitted IN WRITING (by E-mail) not later than **11 July 2013 at 12:00 p.m. EST** to allow an answer prior to proposal due date. (E-mail is the preferred method of communication). Offerors are not required, but strongly encouraged to attend the site visit.

**L-5 DFARS 252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)**

The terms used in this provision are defined in following clause or clauses contained in this solicitation—

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

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

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

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
(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 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 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-8 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA, ALTERNATE IV (OCT 2010)**

(a) Submission of cost or pricing data is not required.

(b) Provide information described below. [See Section L-17, Volume III Supporting Cost Data]

**L-9 GOVERNMENT-FURNISHED PROPERTY**

The Government will provide item(s) of Government property to the Contractor for use in the performance of this contract. The following Government property will be furnished to the contractor on a rent-free basis for use in performing the contract:

Facilities: The government will provide necessary workspaces for the contractor staff to provide the support outlined in the SOW.

Utilities: The government will provide all utilities for the facility/facilities in which the contractor is required to work. Utilities will be available for the contractor's use in performance of tasks outlined in this SOW. The contractor shall instruct employees in utilities conservation practices. The contractor shall be responsible for operating under the conditions that preclude the waste of utilities, which include turning off the water faucets or valves after using the required amount to accomplish cleaning equipment.

Equipment: The government may also provide any special tools required for work.

All government furnished property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause included in this contract.

Any/all Government property provided to the Contractor shall be for use in the performance of this contract only. This property shall be used and maintained by the Contractor in accordance with provisions of the "Government Property" clause. The contractor may be tasked to acquire incidental equipment or materials for the Government's use under individual task order(s). Upon completion of the contract, all property acquired/used/provided shall be returned to the Government. Any/all GFP provided to the Contractor shall be returned to the Government upon completion of the order or termination of the order/contract.

**L-10 INQUIRIES CONCERNING THE RFP**

Any questions concerning the RFP must be submitted in writing to the Contracting Officer at the location noted in blocks 7 and 10 of the Standard Form 33, Solicitation, Offer and Award.

Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

#### **L-11 SECURITY REQUIREMENT**

Access to classified information is not required to submit a proposal for this statement of work.

#### **L-12 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS**

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

Contracting Officer, ATTN: Code 3220

RFP No. N00173-13-R-RH05

Closing Date: 16 June 2013

Time: 12:00pm EST

Naval Research Laboratory

4555 Overlook Avenue, S.W.

Washington, D.C. 20375

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222, Room 115 between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Detention at the NRL gate or a failure to adhere to the procedures provided herein will not be considered an exception to timely proposal delivery as addressed in FAR 52.215-1, Instructions to Offerors – Competitive Acquisitions.

Offerors hand carrying proposals shall contact the contracting officer or contract specialist at least 48 hours prior to arriving at NRL to make arrangements and obtain directions. Packages should not be sealed as they are subject to inspection. The contracting officer or contract specialist will receive the proposal and provide the offeror with the time and date of delivery.

All offerors shall mark each RFP package with the name of the contracting officer and contract specialist, their codes below:

Contract Specialist: Richard Hobson, NRL Code 3220

Contracting Officer: Susan Wilson, NRL Code 3220

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

Comprehensive responses to the requirements of this Request for Proposals (RFP) are required to enable the Government to evaluate the Offeror's understanding of, capability and approaches to accomplish the stated requirements. Proposals shall be submitted in accordance with the instructions herein, and non-conformance with the specified required content may be cause for rejection of the proposal. Offerors are advised that material submitted in excess of that required herein will not be evaluated. The proposal shall be valid for no less than 180 days from the date

of RFP closing. The proposal shall provide comprehensive responses to the areas provided for in this section. The proposal shall be a complete response to the Statement of Work and the requirements of this RFP, taking into consideration required production quantities and delivery schedules specified in this solicitation.

Alternate proposals that depart from stated requirements will not be considered and shall not be submitted. The Offeror may submit multiple proposals that offer different approaches to meet the stated requirements. If the Offeror submits multiple compliant proposals, the Offeror shall clearly identify the unique attributes of each of the proposals and each proposal shall be a separate, stand alone document and shall not reference another proposal submitted. In no event shall any one Offeror submit more than two (2) unique proposals and each proposal will be evaluated separately in accordance with the procedures specified herein. To ensure accurate record of received proposals, offerors should submit delivery tracking numbers for proposals to [richard.hobson@nrl.navy.mil](mailto:richard.hobson@nrl.navy.mil) upon submission of proposal.

**L-13 ATTACHMENTS**

Document	
L-1	Previous Contracting Effort Narrative
L-2	Recent and Relevant Past Performance Questionnaires
L-3	Cost Summary Format
L-4	Supporting Cost Data
L-5	DCAA Rate Check Template
L-6	Sample Staffing Plan
L-7	Task Order 0001 Statement of Work

**L-14 PROPOSAL FORMAT**

The offeror’s proposal shall be detailed, specific, and complete to enable a thorough evaluation of the proposal and a sound determination that the proposal will meet or exceed the requirements and objectives set forth in the RFP.

Each offeror shall submit a proposal in response to this solicitation subject to the following requirements. The proposal submitted in response to the solicitation must consist of the four (4) volumes listed below. The number of copies to be provided is shown below. If there are any discrepancies between the proposal hardcopy and the proposal CD, the hardcopy will govern.

VOLUME	TITLE	ORIGINALS	PAPER COPIES	CD ROMs
I	Technical Capability and Experience	1	3	1
II	Past Performance	1	1	1
III	Cost/Price Summary	1	1	1
IV	Contract Information	1	1	1

Volumes I and II shall be bound together and included on the same CD. Each Volume and each major section shall be tabbed. The technical proposal shall not contain more than five foldout pages. Foldouts are not permitted in Volume II, III or IV, with the exception of the schedule, which may be on a single foldout page. A foldout page is defined as any

document larger than a standard 8 ½ by 11 inch sized page, but no larger than an 11 by 17 inch size page. The narrative material in the proposal shall be single spaced, typed on one side of the page only with type no smaller than 12 point characters and 1 inch margins. Documents, spreadsheet or other data submitted on CD must be compatible with Microsoft Office products. The first page of each technical and price volume shall be in accordance with FAR 52.215-1 Instructions to Offerors – Competitive Acquisition. No alternative approaches contained or suggested in the proposal will be considered, evaluated, or form the basis for an award.

Instructions regarding use of certain electronic products (e.g., Microsoft Office, Excel, Adobe) listed herein shall not be construed as government endorsement of specified products.

Cost/price summary shall be submitted using Microsoft Office 2003 Excel in the Cost Summary Format provided as Attachment L-3 to this solicitation. This is in addition to the offeror completing their Section B pricing. Narratives related to cost/price summary data may be provided in MS Word.

Offerors shall have all subcontractors submit proposal information in a uniform format consistent with the above instructions.

No cost or pricing information of any kind shall be included in any volume except Volume III, Cost/Price Summary. Offerors must submit all cost/price-related documentation required for Volume III. Cost/price summary and back-up spreadsheets must be submitted in MS Excel format. Note: should there be any discrepancy between the pricing submitted in Section B and the cost/price-related backup/summary documentation; the offeror's Section B pricing will take precedence.

**NOTE:** Each page of the Offeror's proposal shall be labeled with the Offeror's name and the solicitation number. However, the Offeror's executed copy of the solicitation, if reprinted by the Offeror, shall be reprinted on plain paper only. The cover page of each proposal shall contain the document number and title, solicitation number, and address of Offeror. Note: If the Offeror wishes to restrict the disclosure of its proposal, it must mark the proposal in accordance with paragraph (e) of FAR Provision 52.215-1.

**Page Numbering:** The offeror shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

**Page Limitations:** Page limitations are identified for each volume/section of the proposal, as described below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

- a. Title/Cover pages
- b. Tables of Contents Glossaries of abbreviations and acronyms
- c. Teaming agreements, letters of intent from key personnel or subcontractors/consultants, and subcontract agreements
- d. Proposal Cross-Reference Tables

**Cover Page, Table of Contents, Proposal Cross-Reference Table:** Each proposal volume must include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, proposal volume and title, and the offeror's

name. Volume I shall include a Master Table of Contents and a Proposal Cross-Reference Table. The Proposal Cross-Reference Table shall indicate the required proposal content and the section/page number where this content appears in the proposal. Cover Pages, Tables of Contents, and the Proposal Cross-Reference Table will not count against page limitations.

**Glossary of Abbreviations and Acronyms:** Each volume shall contain a glossary that includes all abbreviations, acronyms and their corresponding definitions. Glossaries will not count against page limitations.

**Cost and Pricing Information:** No cost or pricing information of any kind shall be included in any volume except Volume III, Cost/Price Proposal. Offerors must submit all cost/price-related documentation required for Volume III. Cost/price summary and back-up spreadsheets must be submitted in MS Excel format. Note: should there be any discrepancy between the pricing submitted in Section B and the cost/price-related backup/summary documentation; the offeror's Section B pricing will take precedence.

## **L-15 GENERAL CONTENT REQUIREMENTS**

The Offeror's proposal is the sole basis for evaluating the technical merits of what is being offered, the degree to which the Offeror's claims of performance capability and capacity are supported, and the ability of the Offeror to perform in accordance with the requirements. Proposals submitted shall be sufficiently detailed to enable Government personnel to make a thorough evaluation of the proposal, and to arrive at a sound determination as to whether the prospective Offeror will be able to perform in accordance with the requirements of the RFP.

The proposal shall be so specific, detailed, and complete as to clearly demonstrate that the Offeror has a thorough comprehension of the all requirements, including all special provisions of the RFP.

General statements that the Offeror understands the problem and can or will comply with the requirements of the RFP will be considered to be inadequate. The proposal shall be sufficiently complete to demonstrate the manner in which the offeror will comply with the applicable requirements of the solicitation.

The offeror need not repeat information within the same volume required in the response to two or more proposal requirements. Such information should be presented in detail in the one area of the volume where it contributes most critically to the discussion. In other areas where discussion of the same information is necessary, the offeror shall refer to the initial discussion and identify its location within the proposal volume.

In the event that any portion of the technical proposal is written by someone who is not a bona fide employee of the offeror who is submitting the proposal, a certificate to this effect shall be signed by a responsible officer of the offeror and shall show the person's name, employment capacity, the name of his firm, the relationship of that firm to the offeror's, and the portion of the technical proposal written by that person.

The format and content of the proposal shall contain a response to the topics of discussion noted below. Information presented shall appear in the same order as outlined. A master index identifying major subsections by number, title, page number and volume shall be provided in each volume.

It is the preference of the Government for Offerors, and subcontractors thereto, to use commercial items to the maximum extent practicable in fulfilling the Government's requirements covered by this procurement. Offerors should set forth in their proposal any terms and conditions of the RFP that the Offeror finds inapplicable due to the commerciality of a particular item and provide an explanation of why.

## **L-16 COMMUNICATION WITH NRL**

### **Solicitation and Amendments**

Solicitation information and amendments will be made available through the WORLD WIDE WEB/INTERNET through the Federal Business Opportunities (FBO) website found at [www.fbo.gov](http://www.fbo.gov) and the Naval Research Laboratory's contracts division website <http://heron.nrl.navy.mil/contracts/>

The solicitation, which will include all related files (RFP, CDRLs) listed under the solicitation, can then be downloaded directly to your workstation. Offerors are required to periodically check the NRL Contracting Division's website and FEDBIZOPPS page for responses to questions and any issued amendments.

### **Questions Concerning the Solicitation**

Offerors shall submit questions requesting clarification of RFP requirements by electronic mail to Richard Hobson at richard.hobson@nrl.navy.mil.

Only questions submitted by electronic mail will receive a response. Questions and responses will be distributed electronically via FEDBIZOPPS to all Offerors as an amendment to the solicitation. Information provided with each question should include the document name, document date, specific page, paragraph, clause, or other definitive citation requiring clarification.

All questions must be received fifteen (15) calendar days prior to the date and time set for receipt of proposals to allow the Navy adequate time to prepare and issue responses to all Offerors prior to the date and time set for receipt of proposals. Although the Navy may continue to accept questions up to the closing date and time set for receipt of proposals; time may not permit responses to questions received after fifteen (15) calendar days prior to date and time set for receipt of proposals to be prepared and issued prior to the receipt of proposals.

## **L-17 PROPOSAL ORGANIZATION**

The proposal shall be limited to the following submissions and pages:

### **Volume I – Technical Capability and Experience**

NOTE: Offerors are to ensure that all Technical Capabilities, and Experience information is contained within Volume I and that no cost/price information has been included in this volume

- a. Key Personnel: 2-Page Limit for resume, one resume in total
- b. Staffing Plan No Page Limit
- c. Labor Mix Discussion (if required) 8-Page Limit
- d. Labor Category Qualification 10-Page limit
- e. Sample Task Order 20-Page limit
- f. Technical Capabilities/Experience: 40-Page Limit
- g. Management Plan: 35-Page Limit

### **Volume II - Past Performance**

Recent and Relevant Past Performance Questionnaires (Attachment L-2): Minimum of one required for the prime and a minimum of one reference for any subcontractor that performs more than 10% of total contract effort.

Previous Contracting Effort Narrative (Attachment L-1): Minimum of one reference (3-page limit each) for the prime and a minimum of one reference for any subcontractor that performs more than 10% of total contract effort.

### **Volume III - Supporting Cost Data**

- a. Section B Pricing – complete table in Section B-1
- b. Cost/Price Narrative: 20-page limit
- c. All subcontractor cost data shall also be accompanied by a cost/price narrative
- d. Cost/Price Supporting Data: No page limit (Cost Summary Format - Attachment L-3)
- e. All Subcontractor cost/price supporting data must be submitted in the portal in MS Excel format provided as Attachment 5: No page limit
- f. DCAA Rate Check Form (Attachment L-5)
- g. Staffing Plan for Cost Volume (Attachment L-6)
- h. Compensation Plan for Professional Employees
- i. Cost Information for Sample Task Order

### **Volume IV - Contract Information**

- a. Cover/Forwarding Letter: 2-page limit
- b. Section H: Fill-Ins for Level-of-Effort Clause: 2-page limit
- c. OCI Mitigation Plan, if applicable: No page limit

## **L-18 PROPOSAL CONTENT**

### **OFFER**

The completion and submission to the government of an offer shall indicate the offeror's unconditional agreement to the terms and conditions in this solicitation. Any exceptions to the terms and conditions in this solicitation must be cited in the offeror's proposal and could constitute a deficiency which may make the offer unacceptable. An offeror may correct a deficiency only through discussions (see FAR 15.610) if discussions are held. However, the Government intends to award a contract without discussions. Therefore, offerors are cautioned to consult with the contracting officer in writing before submitting an offer that takes exception to any term or condition of this RFP. However, the Government reserves the right to conduct discussions and to permit offerors to revise their offers. The offer consists of and must include the following:

### **VOLUME I - TECHNICAL CAPABILITY AND EXPERIENCE**

#### **NO PRICE INFORMATION IS TO BE PRESENTED IN VOLUME I TECHNICAL CAPABILITIES AND EXPERIENCE**

### **SECTION 1 (Subfactor A)**

#### **- Personnel Qualifications**

##### **Key Personnel**

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior notice to the government (see ONR Clause 5252.237-9705 - KEY PERSONNEL (DEC 88)). Under this effort, the following personnel are designated as Key:

## **I. Project Manager**

Must possess a Bachelor's degree, minimum, in engineering from an accredited college or university. A Master's degree, and/or a professional engineer's license would be a plus. Must have knowledge and experience in engineering disciplines of mechanical, or electrical. Must have at least ten (10) years experience managing projects with a value of at least \$500K, and the experience managing multiple tasks simultaneously. Manages programs to ensure that implementation and prescribed activities are carried out in accordance with program objectives. Controls expenditures in accordance with budget allocations, and manages phases of a program to meet established schedule.

### **Staffing Plan**

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 Plan as a separate document in Microsoft Excel in the format described by Attachment L-6, which consists of the following information set:

- a. Individual's name
- b. Employer (employee's company name)
- c. Labor category
- d. Proposed position
- e. Task area
- f. Number of labor hours proposed for each base and option year, in accordance with Attachment L-3 - Cost Summary Format
- g. Years of related professional experience
- h. Highest educational degree obtained
- i. Degree area

In the event that the offeror has not identified a firm candidate for a proposed task area, include the word "pending" in lieu of an individual's name. Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From an evaluation perspective, proposal risk in terms of "Technical Capability" and "Cost Realism" would be expected to increase when candidates have not been identified for proposed task area positions.

### **Labor Category Qualification**

The offeror shall submit a description for each of their company-unique personnel qualification identifiers (e.g. Engineer 3, Analyst 4). Each description should not exceed 1/2 page in length, but should be sufficient to provide the offeror and subcontractor criteria used to determine each individual's eligibility.

## **SECTION 2 (Subfactor B) - Technical Understanding**

The offeror shall demonstrate specific knowledge, capability and relevant experience (prime and subcontractor) to perform the tasks in accordance with the Statement of Work sub-task structure. The capabilities and experience shall demonstrate their ability to complete the tasks defined in Section C, Statement of Work.

## **Task Order**

Each Offeror is required to complete and submit a technical and cost proposal against Task Order 0001 (attachment L-7) for evaluation. The proposal shall be included as part of Volume I. The Offeror must demonstrate their ability to provide soundness of approach, credibility, realism, and logic to proposed tasking, and their understanding of the Government's requirements. The Task Order 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 entire contract.

### **SECTION 3 (Subfactor C) – Management Ability**

Offerors shall submit a proposed Program Management Plan to describe how the offeror intends to manage and coordinate the task efforts of this contract, including planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback. The plan shall demonstrate the offeror's management approach to controlling and integrating the diverse technical efforts required by the SOW. The plan shall describe the offeror's corporate structure and ability to manage a high performing team, as well as the procedures in place for monitoring and controlling costs, and demonstrate that it is successful. If teaming or subcontracting is contemplated, Offerors must provide a full description of:

- a. the proposed subcontractors or team members;
- b. the portions of the task statement of work that will be subcontracted or the planned division of tasks within the team;
- c. the agreements/arrangements the offeror has with its teammates and/or subcontractors and why such agreements will benefit the Government and aid
- d. the contractor in achieving the requirements and objectives of this effort and benefit the Government throughout the life of the contract;
- e. the extent (percentage) of subcontracting or the percentage division within the team;
- f. the management structure for coordinating and controlling subcontractors and/or team members;

The Management Plan shall also address the Offeror's Transition Plan. The Transition Plan shall include a staffing plan for hiring personnel after contract award. Plan to include schedule for hiring ramp up and timeframe when staffing actions will be completed which shall be not later than four weeks after contract award. The plan shall include but not limited to start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Management Plan shall address how the offeror will delineate adequate measures to coordinate communications with the incumbent contractor and Code 6186 staff as well as ensure uninterrupted workflow during the transition process.

**NOTE:** While it is recognized that the offeror's proposal submission may not be able to detail specifics that will only be determined post-award, the proposed Management Plan must demonstrate the concept of the operation proposed to most effectively meet projected Task Requirements and integrate functional areas.

## **VOLUME II - PAST PERFORMANCE**

### **SECTION I RECENT AND RELEVANT PAST PERFORMANCE QUESTIONNAIRES**

Offerors shall provide at least one (1) Past Performance Questionnaires with their proposal (provided as Attachment L-2). Offerors shall identify one (1) contract efforts performed within the last three Government fiscal years (1 October 2009 - present). Offerors must also submit at least one (1) Past Performance Questionnaire for each proposed subcontractor effort valued at 10% of their total current offering or more. 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 or having provided at least 15,000 annual man-hours under a support services contract. The identified contracts can be with Federal, Commercial, or other customers. For each contract, the offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The offeror shall provide the current address, phone number, FAX number, and e-mail address for each POC.

In order to expedite the assessment process, the offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer or Specialist on or before the proposal due date. Electronic submission by the customer is preferred; however, hardcopy mail or fax will be accepted. The offeror's past performance volume shall contain copies of the first page of the Customer's Questionnaire and the transmittal letters.

The government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the offeror. The government reserves the right to consider any questionnaire received after the due date and contact those offices that do not respond to the questionnaire.

## **SECTION 2 PREVIOUS CONTRACTING EFFORT NARRATIVES (Attachment L-1)**

For each of the Past Performance Questionnaires submitted, the Offeror shall also provide a Previous Contracting Effort Narrative detailing the following information in Volume II:

- (a). Description of how the scope for this past contract/task order relates to this effort in scope and complexity.
- (b). Description of the subcontractor deliverables to the prime and payment tracking; points of contact; and, the sole bearer of ultimate responsibility for performance.
- (c). Description of achievements for the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved. The Offeror shall describe the tools and/or methods used to collect metrics data and the frequency of data collection and reporting.

**NOTE:** The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) data base, personnel knowledge and from the points of contact identified by the Offeror in its proposal.

## **VOLUME III - SUPPORTING COST DATA**

### **SECTION 1**

- (a). Offerors shall submit proposed pricing for Section B. Proposed Costs and Fees must be provided for each applicable Contract Line Item Number (CLIN) identified in this solicitation. The Offeror shall comply with instructions contained herein for submittal of the Cost/Price Proposal. Contract award will be made at the proposed costs and fees of the successful Offeror using that Offeror's proposed Section B pricing.

- (b). Offerors are advised that the anticipated distribution of direct labor by labor category for this effort is listed is outlined in Section L-18. Furthermore, the Government anticipates that all efforts will be performed at government facilities and Offerors should propose rates accordingly.
- (c). Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the technical capability and experience in the proposal, identified personnel resources, and cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the Offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the Offeror's proposal. The burden of proof as to cost/price credibility rests with the Offeror. Unrealistically low prices may indicate an inability to understand requirements and a high risk approach to contract performance. Accordingly, the Government may consider the findings of such an analysis in evaluating an Offeror's ability to perform and the risk of its approach.

## **SECTION 2**

### **Cost/Price Data**

- (a). Offerors shall provide Supporting Cost/Price Data using the format provided as Attachment L-4 with this solicitation. The cost/price data shall include all major cost elements (Direct Labor by category/rate/hours, Fringe rate and amounts, Overhead rate and amounts, G&A rate and amounts, Cost of Money factor/rate and amount, escalation, Subcontracts, etc.) and fees. Offers shall include the proposed level(s) of effort (man-hours) for each CLIN. Offerors shall clearly identify any proposed hours which are uncompensated effort and complete Section H fill-in within the level of effort clause. Supporting Cost/Price spreadsheets shall detail the breakdown of all costs by task and year, with complete formulas.
- (b). Offerors shall submit complete Section B pricing.
- (c). Offerors shall provide Cost/Price spreadsheets using the format provided as Attachment L-3 that details the breakdown of costs by year, with complete formulas, of proposed costs/prices by contract year. Offerors shall provide a screen-capture (or equivalent) from the employer's payroll system for each name in the Offeror's Staffing Plan. If there is no payroll data available for one or more of the individuals proposed, offerors shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied.
- (d). Any additional supporting documentation may be provided at the offeror's discretion. Each screen-capture should match the historical rates listed for that individual on the Supporting Cost/Price spreadsheet (Attachment L-4). The proposed rates provided in this attachment must be the exact rates utilized in the pricing section B, proposed in the cost analysis narrative and provided in the Cost Summary Format (Attachment L-3). If any individual's proposed rate is different than the actual incurred rate provided on Attachment L-3 or in the screen capture, the Offeror is to explain the reason for the difference in the narrative.
- (e). Offerors shall provide the Basis of Estimate (BOE) supporting the costs/prices provided in the Cost/Price Summary including a description of the assumptions and computations used to develop the proposed costs/prices.
- (f). Offerors shall submit form DD 1861 if proposing Facility Capital Cost of Money (FCCOM) and show the calculation of the proposed amount. Additional narrative may be submitted as a separate document, if

necessary, to describe derivation of labor rates, use of uncompensated overtime pools to which indirect rates are applied, etc.

- (g). Offerors shall propose Other Direct Costs (ODCs). The Government estimates ODCs (including travel costs) for this Task Order to be \$6,080,000 (unburdened) per year. This estimate must be included in Section B of the offer for the ODC CLINs. Other/additional ODC amounts proposed by an Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror.
- (h). Offerors shall address Subcontracted Costs. Each subcontractor estimate shall be addressed separately, and detailed cost information shall be provided in the same format (Attachments L-3, L-4, L-5, and payroll screen shots) as required for the prime contractor. The detailed information may be submitted separately to the Government if the subcontractor does not want this data to be provided to the prime Offeror. Subcontractors may submit their information directly to the Government the instructions listed in paragraph L-2, Instructions to Offerors. For cost/price summary data provided separately, Subcontractors shall place the appropriate restrictive legend on their data and identify the Company name, address, point of contact and solicitation number. Subcontractors are required to provide information for their cognizant DCAA branch office with the name and phone number of a DCAA point of contact who is familiar with the company.

## **VOLUME IV - CONTRACT INFORMATION**

### **Contract Documentation**

#### **Cover Letter**

Offerors shall provide a cover letter with the following information:

- Solicitation number;
- The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 180 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- DCAA office point of contact including branch location, contact name, telephone number and email address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and
- Identify all enclosures being transmitted as part of its proposal.

#### **L-19 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 used in this provision, the offeror must provide a matrix clearly relating their proposed labor categories to those in this provision.

**Anticipated Level of Effort**

Item	Labor Category	Estimated Quantity	Unit
1	Project Manager	½	FTE
2	Senior Engineer	½	FTE
3	Draftsman	½	FTE
5	Electrician	1	FTE
6	Welder/Fitter	1	FTE
Total		3.5	FTE

**MATERIALS ESTIMATE (FOR PROPOSAL PURPOSES ONLY)**

Offerors shall use the following estimate (with applicable indirect costs added to the estimate) for required material costs. The material estimates below includes those directly associated items which are expected to be incorporated into end products or expended during performance and minor direct equipment expenses

<u>Estimated Materials</u>	<u>Base</u>
Material used in Support of Maintenance Operations Tasks (CLINs 0001, 0002)	\$15,000
Material used in Support of Engineering Services Tasks (CLINs 0003)	\$350,000
Total Estimated Materials	\$365,000

**L-20 TRAVEL ESTIMATE (FOR PROPOSAL PURPOSES ONLY)**

The estimated cost for travel provided in this procurement planning document includes travel to sites identified by our sponsors where technical exchanges will occur. This travel is required for performance of the work under this contract. Typically, travel from NRL to the following locations, within a given year will include the following:

This estimate must be included in section B and the narrative rationale provided by the offeror.

Applicable to CLIN 0003

<u>Site</u>	<u># of Personnel</u>	<u>Length of Travel</u>	<u># of Trips</u>
Little Sand Island, AL	2	2 weeks	6

## L-21 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to FAR 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 which will impact, directly or indirectly, on the contractor's decision making process.

### 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.

## **SECTION M**

### **EVALUATION FACTORS FOR AWARD**

#### **M-1 EVALUATION**

Award will be made to that offeror whose proposal is determined to be the best value to the Government, evaluated cost and other factors considered. The Government reserves the right to make award to other than the low offeror. The technical considerations are more important than the cost factor. The closer the technical scores of the various proposals are to one another, the more important the cost considerations become. The Technical factor is more important than the Cost factor.

A single award Indefinite-Delivery, Indefinite-Quantity Contract will be awarded to that responsible offeror whose proposal represents the Best Value after evaluation in accordance with the factors described herein. "Factors" and "Subfactors" shall include all of these evaluation factors and subfactors which are described in this Section M.

This solicitation is a 100% small business set-aside which requires the small business prime to perform at least 50% of the proposed effort. Offers from Small Business concerns must demonstrate that no single subcontractor will perform more than the Small Business Prime.

General:

1. It is the intention of the Navy to award one Indefinite-Delivery, Indefinite-Quantity Contract, for three years, to provide maintenance support for the Navy Technology Center for Safety and Survivability of the Naval Research Laboratory.
2. The award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M.
3. The government intends to evaluate proposals and award the contract upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with FAR 52.215-1, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 15.

**M-2 BASIS FOR AWARD**

a. The following conditions must be met in order to be eligible for award:

- (1) the proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation; and
- (2) The proposal must meet all solicitation requirements.

b. The Government anticipates a single contract award resulting from this solicitation. However, the Government reserves the right to award more than one or no contract, depending on the quality of the proposals received and the availability of funds. The Government also reserves the right to make an award without discussions.

c. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors and subfactors identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the Offeror with the lowest proposed cost/price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.

d. In order to select the successful Offeror, the Government will compare Offeror proposals. The comparison will trade off differences in technical merit based on the non-cost factors and Total Evaluated Cost (TEC). If one Offeror has both the better technical merit or capability and the lower TEC, then that Offeror will be the better value. If one Offeror has the better technical merit or capability and a higher TEC, the Government will decide whether the difference in technical merit/capability is worth the difference in TEC. If it is determined that the difference in technical merit/capability is worth the difference in TEC, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. A TEC will not be developed and best value analysis will not be performed for any Offerors who are unacceptable or no confidence in any factor or subfactor and award will not be made to any Offeror who is unacceptable or unsatisfactory in any factor or subfactor.

**Note:** Awards will only be made to an Offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the Government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest and for which an unsatisfactory mitigation plan has been proposed.

**M-3 EVALUATION FACTORS AND SUBFACTORS:**

**Application of Factors and Subfactors**

a. **General.** The Government will apply evaluation factors and subfactors to identify the best value proposal. The evaluation factors and subfactors represent key areas of importance to be considered in the source selection decision. The factors, subfactors, and associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the requirements stated in the Statement of Work (SOW). Proposals shall be evaluated in accordance with the factors and subfactors described below.

b. **Relative Importance.** The following table indicates all significant factors and significant subfactors that will be considered in awarding the contract. The relative importance of the evaluation factors and subfactors contained in the RFP reflects the overall requirements of this acquisition as outlined in the SOW.

<u>Factors</u>	<u>Subfactors</u>
1. Technical Capability and Experience	A. Personnel Qualifications B. Technical Understanding C. Management Ability
2. Past Performance	(None)
3. Cost	(None)

The evaluation factors are divided into three categories, “Technical Capability and Experience”, “Past Performance”, and “Cost”. The “Technical Capability and Experience” and “Past Performance” evaluations will consider the areas identified above. Within the “Technical Capability and Experience” factor, subfactor (A) is significantly more important than subfactors (B), and (C) which are of equal importance. The factor “Technical Capability and Experience” is more important than “Past Performance”. “Technical Capability and Experience” and “Past Performance” is more important than “Cost”; however, as competing proposals approach “Technical Capability” and “Past Performance” equality, “Cost”; will increase in importance.

c. **Adjectival Ratings.** The Government will perform an evaluation of the Technical Capability and Past Performance evaluation factors and subfactors based on the Offeror’s proposal. This evaluation focuses on strengths and weaknesses of the Offeror’s proposal, resulting in the assignment of an adjectival rating for each factor and subfactor. Cost/Price will not be assigned an adjectival rating.

**Note: The following adjectival ratings/definitions shall be used for the Technical Capability and Experience evaluation factors and subfactors:**

**COMBINED TECHNICAL / RISK RATING**

<b>COLOR</b>	<b>RATING</b>	<b>DESCRIPTION</b>
Blue	Outstanding:	An outstanding proposal is characterized as follows:

- Purple Good:** • Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.  
A very good proposal is characterized as follows:

  - Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.
- Green Acceptable:** An acceptable proposal is characterized as follows:

  - Proposal meets the 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 contract performance is low.
- Yellow Marginal:** A marginal proposal is characterized as follows:

  - Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more major weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.
- Red Unacceptable:** An unacceptable proposal is characterized as follows:

  - Proposal does not meet the requirements and contains one or more deficiencies. The proposal is unawardable.

***The following adjectival ratings/definitions shall be used for the Past Performance evaluation factors:***

There are two aspects to the past performance evaluation. The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts.

Past Performance Relevancy Rating

<u>Rating</u>	<u>Definition</u>
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 involves 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 Assessment: In conducting a performance confidence assessment, each offeror shall be assigned one of the ratings below

## Performance Confidence Assessments

Rating	Description
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 can be reasonably assigned.

**Performance Confidence Assessment** is an evaluation of the likelihood (or Government's confidence) that the offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

**Recency**, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

**Relevancy**, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

## M-4 DESCRIPTION OF EVALUATION FACTORS AND SUBFACTORS

### Factor 1: Technical Capability and Experience

#### Subfactor A) Personnel Qualifications

Proposals will be evaluated, via required resumes, that the proposed personnel meet the personnel qualifications as stated in **1 Statement of Work (SOW)**.

**Personnel Qualifications**, including experience (both general and project related), education, and security clearance.

Proposals will be evaluated on the availability of key personnel and their commitment under the contract.

Proposals will be evaluated based on the documentation provided indicating immediate availability for all proposed personnel who are not currently employees of the offeror.

All personnel requiring security clearances must possess the clearance at the time of proposal submission.

**Subfactor B) Technical Understanding**

The proposal will be evaluated on the offeror's specific knowledge, capability and relevant experience (prime and subcontractor) to perform the tasks in accordance with the Statement of Work sub-task structure. The capabilities and experience shall demonstrate their ability to complete the tasks defined in Section C, Statement of Work.

**Subfactor C) Management Ability**

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 Statement of Work. The proposal will also be evaluated on the offeror's strategy for assuring 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.

**Factor 2: Past Performance**

Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor.

The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

**Factor 3: Cost**

The evaluation will be based on an analysis of the cost realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data and the proposed allocation of man-hours and labor mix. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the Offeror's proposed costs will be adjusted upward in accordance with FAR 52.215-10 to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Total evaluated cost to the Government is an Offeror's evaluated cost (including proposed fee) for the base year and the evaluated cost for all option years. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost data volume. The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a

lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror.

The Government will evaluate offers for award purposes by adding the Total Evaluated Cost for the option periods to the total proposed cost for the base period and surge options. Evaluation of the options will not oblige the Government to exercise the option years or surge option. The Government will review the proposed costs and fee for the option year and surge options for balance and reasonableness in comparison with the proposed cost and fees for the base year.

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

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