

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 91	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00014-16-R-0014	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12/16/2015	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Office of Naval Research ONR 254 Tracie Simmons (703) 696-7827 tracie.simmons@navy.mil 875 N. Randolph Street Arlington VA 22203-1995		CODE N00014	8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7		

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

SOLICITATION

9. Sealed offers in original and See Section L.4.1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Block 8 Address until 1200 ET local time 01/20/2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Tracie, Simmons	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS tracie.simmons@navy.mil
		AREA CODE 703	NUMBER 696-7827	EXT.	

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OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

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

AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) () <input type="checkbox"/> 41 U.S.C. 253 (c) ()		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	ITEM
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) Kara Stith		27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	28. AWARD DATE

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.
AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

SECTION A - Solicitation/Contract Form

A 1 .

Solicitation Number N00014-16-R-0014 is issued as a Request for Proposal (RFP). The solicitation and incorporated provisions and clauses are those in effect through Federal Acquisition Circular current to 2005-83, Effective 01 NOV 2015.

This solicitation is reserved for only Section 8(a) Small Business concerns. The associated NAICS Code for this solicitation is 561210. The Prime Contractor's employees shall perform at least 51% of the cost of the contract performance incurred for personnel. The other direct costs (ODCs) are excluded from this amount.

This is a Firm-Fixed-Price Contract with Cost Reimbursement CLINs.

The following clauses apply to this solicitation:

FAR 52.232-13 Notice of Progress Payments (APR 1984)

FAR 52.232-16 Progress Payments (APR 2012) and Alternate I (MAR 2000)

In accordance with FAR 52.232-13, the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs.

In accordance with FAR 16.301-3(a), a cost reimbursement contract may be used only when the Contractor's accounting system is adequate for determining costs applicable to the contract.

A pre-proposal conference will not be held for this solicitation.

The current incumbent for this effort is:

Anadarko Industries, LLC
1322 Space Park Drive, Suite A256
Houston, TX 77058-3471

Any additional information regarding the exiting contract may be obtained in accordance with the Freedom of Information Act (FOIA) at www.onr.navy.mil.

SECTION B - Supplies or Services/Prices

B 1 Supplies or Services/Prices

Item Number	Description	Quantity	Unit	Unit Price	Amount
0001	(Base Year) Regular Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C and provide reports and data in accordance with Attachment Number 4.	19200	HR		
	Fully Burdened Hourly Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$				

Item Number	Description	Quantity	Unit	Unit Price	Amount
0002	<p>Mail Clerk \$ Administrative Assistant \$</p> <p>(Base Year Option)</p> <p>Overtime Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C.</p> <p>Hourly Overtime Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$</p>	405	HR		
0003	<p>(Base Year Option)</p> <p>Supplemental Labor Support Services – Install for ONR Corporate Logistics Department (BD04) as described in Section C.</p> <p>Hourly Rate: \$</p>	300	HR		
0004	<p>(Base Year Option)</p> <p>Supplemental Labor Support Services – Under Floor Electrical and Minor Carpentry for ONR Corporate Logistics Department (BD04) as described in Section C.</p> <p>Hourly Rate: \$</p>	800	HR		
0005	<p>(Base Year Option)</p> <p>Supplemental Labor Support Services-LAN for ONR Corporate Logistics Department (BD04) as described in Section C.</p> <p>Hourly Rate: \$</p>	800	HR		
0006	<p>(Base Year Option)</p> <p>Supplemental Labor Support Services-</p>	1000	HR		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	General Labor for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$				
0007	(Base Year) Other Direct Costs in Support of ONR Corporate Logistics Department (BD04)(Not to Exceed)	1	LO		
0008	(Option Year 2) Regular Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C and provide reports and data in accordance with Attachment Number 4. Fully Burdened Hourly Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$	19200	HR		
0009	(Option Year 2) Overtime Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Overtime Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$	405	HR		
0010	(Option Year 2) Supplemental Labor Support Services –	300	HR		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Install for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$				
0011	(Option Year 2) Supplemental Labor Support Services – Under Floor Electrical and Minor Carpentry for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0012	(Option Year 2) Supplemental Labor Support Services-LAN for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0013	(Option Year 2) Supplemental Labor Support Services-General Labor for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	1000	HR		
0014	(Option Year 2) Other Direct Costs in Support of ONR Corporate Logistics Department (BD04)(Not to Exceed)	1	LO		
0015	(Option Year 3) Regular Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C and provide reports and data in accordance with Attachment Number 4.	19200	HR		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Fully Burdened Hourly Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$				
0016	(Option Year 3) Overtime Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Overtime Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$	405	HR		
0017	(Option Year 3) Supplemental Labor Support Services – Install for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	300	HR		
0018	(Option Year 3) Supplemental Labor Support Services – Under Floor Electrical and Minor Carpentry for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0019		800	HR		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	(Option Year 3) Supplemental Labor Support Services-LAN for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$				
0020	(Option Year 3) Supplemental Labor Support Services- General Labor for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	1000	HR		
0021	(Option Year 3) Other Direct Costs in Support of ONR Corporate Logistics Department (BD04)(Not to Exceed)	1	LO		
0022	(Option Year 4) Regular Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C and provide reports and data in accordance with Attachment Number 4. Fully Burdened Hourly Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$	19200	HR		
0023	(Option Year 4) Overtime Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Overtime Rates: Program Manager/Team Lead \$	405	HR		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	Duplicating Machine Operator \$				
	Driver/Courier \$				
	Supply Room Clerk \$				
	Engineering Technician \$				
	Laborer \$				
	Classified Document Control Clerk \$				
	Security Specialist \$				
	Mail Clerk \$				
	Administrative Assistant \$				
0024	(Option Year 4) Supplemental Labor Support Services – Install for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	300	HR		
0025	(Option Year 4) Supplemental Labor Support Services – Under Floor Electrical and Minor Carpentry for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0026	(Option Year 4) Supplemental Labor Support Services-LAN for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0027	(Option Year 4) Supplemental Labor Support Services- General Labor for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	1000	HR		
0028		1	LO		

Item Number	Description	Quantity	Unit	Unit Price	Amount
	(Option Year 4) Other Direct Costs in Support of ONR Corporate Logistics Department (BD04)(Not to Exceed)				
0029	(Option Year 5) Regular Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C and provide reports and data in accordance with Attachment Number 4. Fully Burdened Hourly Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$	19200	HR		
0030	(Option Year 5) Overtime Labor Hour Support Services for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Overtime Rates: Program Manager/Team Lead \$ Duplicating Machine Operator \$ Driver/Courier \$ Supply Room Clerk \$ Engineering Technician \$ Laborer \$ Classified Document Control Clerk \$ Security Specialist \$ Mail Clerk \$ Administrative Assistant \$	405	HR		
0031	(Option Year 5) Supplemental Labor Support Services – Install for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	300	HR		

Item Number	Description	Quantity	Unit	Unit Price	Amount
0032	(Option Year 5) Supplemental Labor Support Services – Under Floor Electrical and Minor Carpentry for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0033	(Option Year 5) Supplemental Labor Support Services-LAN for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	800	HR		
0034	(Option Year 5) Supplemental Labor Support Services- General Labor for ONR Corporate Logistics Department (BD04) as described in Section C. Hourly Rate: \$	1000	HR		
0035	(Option Year 5) Other Direct Costs in Support of ONR Corporate Logistics Department (BD04)(Not to Exceed)	1	LO		

SECTION C - Description/Specifications

C 1 Statement of Work

Support Services for the Office of Naval Research Corporate Logistics Department (BD04)

C 2 General

C 2.1 Introduction

This Statement of Work is for a non-personnel services contract to provide corporate logistics support services. The Government shall not exercise direct supervision or control over the contract service providers performing the services herein. Such contract service providers shall be accountable solely to the Contractor who, in turn is responsible to the Government.

C 2.2 Description of Services

The Contractor shall provide all personnel, equipment, supplies, facilities, transportation, tools, materials, supervision, and other items necessary to perform corporate logistics support and other non-personnel services as defined in the Statement of Work (SOW) except for those items specified as government furnished property and services. The work to be performed by contractor's staff shall be performed to the standards in this SOW, attachments and corresponding Quality Assurance Surveillance Plan. The work involves non-personnel services support for the Office of Naval Research (ONR) Corporate Logistics Department (BD04) to provide corporate logistics support services for the execution of BD04's broad and diverse mission.

C 2.3 Background

The Office of Naval Research (ONR) Corporate Logistics Department (BD04) is responsible for delivering a range of management, administrative, logistical, infrastructure, systems support services and resources to ONR headquarters in a timely, efficient and effective manner. The Office of Naval Research (ONR) claimant management responsibilities include, but are not limited to, shore facilities, environmental management, Navy Occupational Safety and Health, Management Control, and administrative programs of the Navy and DoD Functions in support of ONR headquarters, which include, but are not limited to, space & facilities management; property, supply, safety, transportation, and records management; mail; correspondence control; policy and directives; organization; administration; security; management control; and applicable Navy and/or DoD administrative programs. The environment is one of a highly visible, world class Science and Technology organization that is an Echelon One Navy Command.

The applicable documents that the performing contractor must be familiar with include:

- A. DoD, Navy, and ONR Security Manuals
- B. ONR Directives and Instructions
- C. Navy Correspondence Manual
- D. Navy and DoD Space Management Standards
- E. Architectural Standards
- F. DoD and Department of the Navy (DoN) Security Directives, Instructions, and Handbooks

The applicable documents for established mail handling guidance include:

- A. DOD Official Mail Management Instruction, DODI 4525.8
- B. DOD Official Mail Manual, DOD 4525.8M
- C. DOD Postal Manual, DOD 4525.6-M
- D. DON Postal Instructions, OPNAVINST 5112.6D
- E. Navy Official Mail Management Instructions, OPNAVINST 5218.7C
- F. U.S. Postal Service Domestic Mail Manual (DMM)

Other relevant and useful information can be found on the ONR public website at www.onr.navy.mil and the Navy Homepage at www.navy.mil.

This is continuing requirement previously awarded under Contract N00014-11-C-0441(Anadarko Industries, LLC).

C 2.4 Objective

The objective of this SOW is to define the scope and establish the tasks required for providing corporate logistics support assistance that is required to assist ONRs Corporate Logistics Department (BD04) in the execution of their

broad and diverse mission. The contractor may advise and assist the Government, but shall not make final decisions or certifications on behalf of the Government, nor perform any inherently governmental functions. The contractor and its employees shall not represent the Government nor appear to represent the Government in performance of these contract services. All reports required as deliverables under this contract are property of the US Government. During the period of performance, the mission requirements of ONR's Corporate Logistics Department (BD04) may increase or decrease, which may require changes to the support required by the contractor. Currently these changes cannot be quantified; therefore periodic adjustments to the skill sets and number of personnel may be required. If required, these changes will be conducted through modifications to the contract as they occur.

C 2.5 Quality Assurance

The Government shall evaluate the contractor's performance under this contract in accordance with the contractor's Quality Control Plan and the Government's Quality Assurance Surveillance Plan (QASP). The QASP is a Government developed and applied document used to make sure systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this SOW. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government received the quality of services called for in the solicitation. The QASP details how the performance standards identified in the SOW are measured, who will perform the measurement, the frequency of surveillance, and the acceptable defect rate(s). The QASP may be updated from time to time by the Government.

C 3 Requirements

C 3.1 Program Manager/Team Lead

Support the Management of ONR Corporate Logistics Department (BD04) and Supervise Contractor Personnel, ONR Headquarters-Arlington VA

1. Supervise contractor personnel performing the support services under this contract.
2. Prepare and deliver Bi-Weekly Activity Report to the Contracting Officer Representative (COR) and Contracting Officer/Specialist.
3. Maintain communications with the COR regarding resources and tasks.
4. Work with contractor support personnel to ensure that they are adapting to the needs of the position and providing quality support services.
5. Provide skills-based training and up-to-date information on office procedures, policies, and regulations to contractor support personnel.
6. Process security clearances for existing and new contractor support personnel as required.
 - a. Ensure contractor support personnel have complied with security clearance requirements and have provided the required documentation, to include the Questionnaire for National Security Positions (SF 86) and finger print cards.
 - b. Ensure that contractor support personnel have received required security briefing before reporting to ONR.
7. Resolve issues concerning contractor support personnel.
8. Ensure replacement contractor support personnel are provided in accordance with the contract to backfill vacant tasks as requested by the COR.
9. Ensure supplemental labor services are provided in accordance with the contract as requested by the COR.
10. Maintain e-mail or phone communication with contractor support personnel as needed.
11. Conduct monthly meeting with contractor support personnel to discuss requirements and expectations.

C 3.2 Duplicating Machine Operator

Machine Operator Support to ONR Corporate Logistics Department (BD04), ONR Headquarters-Arlington VA

1. Operate a high volume copier/duplicator machine.
 - a. Perform daily operator maintenance on the high volume copier/duplicator machine.
 - b. Maintain appropriate supply levels for copier/duplicator.
2. Operate electric and manual hole punches.

3. Operate electric and manual staplers and stitches.
 - a. Maintain appropriate supply levels for staplers and stitches.
4. Operate electric and manual paper cutters.
5. Coordinate and schedule repairs to service copiers throughout ONR
 - a. Maintain production figures on all copiers.
6. Maintain production figures and unit costs for duplicating room equipment.

C 3.3 Driver/Courier

Driver/Courier Support to ONR Corporate Logistics Department (BD04), ONR Headquarters-Arlington VA

1. Make daily scheduled courier/messenger trips, via Government furnished vehicle, to pick-up and deliver documents, materials, supplies, etc. to government/commercial activities throughout the Washington, DC metropolitan area.
2. Make emergency courier/messenger trips, via Government furnished vehicle, to pick-up and deliver documents, materials, supplies, etc. to government/commercial activities throughout the Washington, DC metro area as directed.
3. Exercise judgment and care in loading, arranging and securing cargo, and the choice of routes.
4. Maintain daily trip records/logs.
5. Transport Government vehicle to Public Works for servicing as required.
6. Provide backup support for supply room clerk as needed.
7. Provide assistance to laborers as needed.

C 3.4 Supply Room Clerk

Supply Room Clerk to ONR Corporate Logistics Department (BD04), ONR Headquarters-Arlington VA

1. Provide support to ONR Support Services Assistant.
2. Operate a centralized supply room for ONR Headquarters.
3. Operate an automated supply inventory management system.
4. Prepare detailed supply room reports as required.
5. Determine appropriate stock levels for authorized items, including forms needed.
 - a. Insure sufficient quantities are on hand.
 - b. Stock supply room.
 - c. Draft Procurement Action for supplies need to stock supply room.
 - d. Gather source and price information.
 - e. Create shopping carts via DoD E-mail.
 - f. Provide procurement action draft and shopping carts to designated Government purchase cardholder for BD04.
6. Receive stock supply items
 - a. Inspect stock supply items.
 - b. Document overages, shortages, and any damages incurred in shipping.
 - c. Provide invoice and receipt information to designated Government purchase cardholder for BD04.
 - d. Return damaged or incorrect items back to vendor.
7. Issue supplies to ONR personnel.
8. Assist in delivery and handling of government property within ONR Headquarters.
9. Assist in interoffice moves.
10. Provide backup for duplicating machine operator and driver/courier as needed.

C 3.5 Engineering Technician

Engineering Technician Support to ONR Corporate Logistics Department (BD04), ONR Headquarters-Arlington VA

1. Prepare concept plans for office renovations.
2. Prepare layouts for furniture and equipment.
3. Prepare completed construction drawings and specifications suitable for contracting.
4. Receive and investigate building trouble calls from ONR staff and coordinate with the Lessor's Building Engineer staff to resolve problems.

5. Assist the ONR Facilities Engineer in management of facility projects.
6. Review and update ONR space assignments, room numbering systems, and floor master plans.
7. Assist the ONR Facilities Engineer and the Safety Officer in the correction of safety and environmental deficiencies.

C 3.6 Laborers

Labor Support to ONR Corporate Logistics (BD04), ONR Headquarters-Arlington VA

1. Receive and handle materials, including supplies, furniture, and equipment.
2. Prepare materials, including supplies, furniture, and equipment for shipping.
3. Assist the ONR Government Inventory Specialist in inventory and spot checks of property.
4. Move furniture and equipment into and out of office spaces.
5. Assemble and disassemble modular, systems and conventional furniture, and equipment.
6. Prepare furniture and equipment for property disposal as required.
7. Perform minor touch-up, repair, and painting of office spaces as needed.
8. Hang white boards, bulletin boards, signs, large paintings, etc.
9. Operate Government owned or leased vehicles in the performance of the above duties, as required.

C 3.7 Classified Document Control Clerk

Classified Document Control Support to ONR Corporate Logistics (BD04), ONR Headquarters-Arlington VA

1. Receive and electronically log all SECRET material coming into ONR Headquarters.
2. Input information into the Security Information Management System (SIMS) or other automated system as required.
3. Prepare necessary route sheets, receipts, and labels using electric typewriter.
4. Package (double wrap) all outgoing SECRET material.
5. Maintain files containing incoming/outgoing receipts.
6. Maintain internal Signature receipts.
7. Photocopy necessary material.
8. Maintain repository of classified documents as required.
9. Assist ONR Security Division Staff as required, including inventories, production of badges or ID cards.
10. Provide backup support for duplicating machine operator and driver/courier as needed.
11. Verify identification and utilize the Defense Enrollment Eligibility Reporting System (DEERS)/Real-time Automated Personnel Identification System (RAPIDS) to issue Common Access Cards, update database information, and reset personal identification numbers (PINs).
12. Provide SIPRNET Local Registration Authority (LRA) support.
 - a. The LRA is an individual that assists the Users that need to reset their token PIN either through a digitally signed email or an in-person visit.
 - b. The LRA will authenticate the identity of the User and then enable PIN reset of the Users token.
13. Assist in managing and maintaining Emergency Alert Notification system for ONR-global reach
14. Serve as back-up to Mailroom Clerk.

C 3.8 Security Specialist

Security Specialist Support to ONR Corporate Logistics (BD04), ONR Headquarters-Arlington VA

This position requires strict confidentiality of the information received, maintained, and processed by the ONR Security Division.

1. Greet visitors either in person or via the telephone
 - a. Assist visitors with information as needed.
 - b. Direct visitors to the appropriate security specialist as needed.
2. Operate office equipment including computers, typewriters, faxes, printers, scanners, and copiers.
3. Draft, edit, and type various documents in electronic and paper media.
4. Enter sensitive data into computer databases such as the Joint Personnel Adjudication System (JPAS) and spreadsheets.

5. Maintain various databases.
6. Process requests for Courier Authorization (*DD Form 2501*).
7. Verify identification and utilize the Defense Enrollment Eligibility Reporting System (DEERS)/Real-time Automated Personnel Identification System (RAPIDS) to issue Common Access Cards, update database information, and reset personal identification numbers (PINs).
8. Maintain open lines of communication with all ONR Administrative Officers (AO).
9. In the absence of the Classified Document Control Clerk, receive and secure all Secret and Confidential classified material.
10. Process all domestic and foreign visit requests to ONR.
11. Assist the other members of the ONR Security Division during routine and emergency situations.
12. Maintain and update the Security website daily/weekly/monthly.
13. Serve as the point of contact for Security website material, including security training and building access requests.
14. Maintain open lines of communication with Contract Security Officers and Pentagon Force Protection Agency (PFPA).
15. Assist in the entrance of VIPs to ONR Headquarters building.
16. Assist with both classified and unclassified meetings where groups are larger than 25 people.
17. Provide backup support for duplicating machine operator and driver/courier as needed.
18. Serves as Content Coordinator for Security Division iConnect site.

C 3.9 Mail Clerk

Mail Clerk Support to ONR Corporate Logistics (BD04), ONR Headquarters-Arlington VA

1. Receive incoming mail.
 - a. Screen mail by checking return address, postmark and mailing address.
 - b. Check names on incoming and outgoing mail against ONR email accounts.
2. Sort and distribute mail.
 - a. Segregate misrouted mail for return back to sender.
 - b. Forward screened mail to mail clerks for sorting and distribution.
3. Open mail following established guidance (see section C 2.3) on mail handling and what to do in an emergency.
4. Process outgoing mail for pick up by United States Postal Service (USPS) or FedEx.
5. Log accountable Certified, Registered or Express mail in Access database.

C 3.10 Administrative Assistant

Administrative Support to ONR Corporate Logistics (BD04), ONR Headquarters-Arlington VA

1. Provide administrative support for Corporate Logistics Department Head.
2. Operate office equipment including computers, typewriters, faxes, printers, and copiers.
3. Assist in developing business processes and procedures for Corporate Logistics operations.
4. Draft, edit, and type various documents to include, but not limited to memos, letters, spreadsheets, presentations, etc. in electronic and paper media.
5. Enter space management and health club related information into computer databases and spreadsheets using various databases such as Microsoft Access, Excel and Sharepoint.
6. Maintain logistics correspondence and Health Club membership records, logs, and files.
7. Assist in conducting internal studies and draft reports on space management related issues.
8. Assist in the preparation for and execution of meetings and conferences.
9. Operate the Defense Enrollment Eligibility Reporting System (DEERS) and Real-Time Automated Personnel Identification System (RAPIDS).

C 3.11 Supplemental Labor Services

Supplemental installation services for hanging government furnished items, ONR Headquarters-Arlington VA

The contractor shall provide supplemental labor to support on-site staff with installation services for hanging

government furnished plaques, pictures, whiteboards, wall mounted projection screens, and other large display items on drywall stud and modular walls as requested by the COR.

C 3.12 Supplemental Labor Services

Supplemental installation services for fabrication of under floor electrical distribution system components and minor carpentry, ONR Headquarters-Arlington VA

The contractor shall provide supplemental labor to support on-site staff with installation services for fabrication of under floor electrical distribution system components and minor carpentry work, i.e., chair rails and wall cabinets, wall displays and provide estimates for internal projects and office reconfigurations

C 3.13 Supplemental Labor Services

Supplemental installation services for local area network (LAN) cabling, ONR Headquarters-Arlington VA

The contractor shall provide supplemental labor to support on-site staff with installation services for local area network (LAN) cabling as requested by the COR. If required, subcontractors maybe used to provide this service. However, the contractor must submit a written request for consent to subcontract these services to the Contracting Officer and COR. The contractor must allow a minimum of 10 days for the request for consent to be reviewed by the Contracting Officer and COR. Written approval from the Contracting Officer and COR is required for consent to subcontract these services if required.

C 3.14 Supplemental Labor Services

Supplemental labor services for office relocations, transportation and storage and other general labor tasks, ONR Headquarters-Arlington VA

The contractor shall provide supplemental labor to support on-site laborer(s) with office relocations, transportation and storage needs, and other general labor tasks as requested by the COR. If required, subcontractors maybe used to provide this service. However, the contractor must submit a written request for consent to subcontract these services to the Contracting Officer and COR. The contractor must allow a minimum of 10 days for the request for consent to be reviewed by the Contracting Officer and COR. Written approval from the Contracting Officer and COR is required for consent to subcontract these services if required.

C 3.15 Engraving of Government Furnished Plaques – (Other Direct Cost (ODC))

Engraving Support to ONR Corporate Logistics (BD04), ONR Headquarters-Arlington VA

The contractor shall provide engraving services on government furnished plaques. The Program Manager/Team Lead will ensure that the plaques are delivered to the contractor. The contractor shall deliver the engraved plaques to the Program Manager/Team Lead within five (5) business days from the date of request of engraving services. If required, subcontractors maybe used to provide this service. However, the contractor must submit a written request for consent to subcontract these services to the Contracting Officer and COR. The contractor must allow a minimum of 10 days for the request for consent to be reviewed by the Contracting Officer and COR. Written approval from the Contracting Officer and COR is required for consent to subcontract these services if required.

C 4 Personnel Qualifications

C 4.1 General Personnel Requirements

The contractor shall provide qualified personnel to manage and execute all aspects of the SOW. The contractor shall provide all FTE's identified in the base year on the start date of the contract, except for supplemental contractor support which will not be filled at time of contract award. If a replacement contractor is required, the contractor shall provide a qualified candidate within 10 business days. If a replacement is not provided within 10 business days, the Government is entitled to an equitable adjustment on the total price based on this lapse in service.

The Government estimates the following to meet this requirement:

Labor Category	Regular Hours	Overtime Hours	Number of FTE's
Required Contractor Support			
(shall be filled at contract award)			
Program Manager/Team Lead	1,920	0	1.0
Duplicating Machine Operator	960	0	0.5
Driver/Courier	960	25	0.5
Supply Room Clerk	1,920	0	1.0
Administrative Assistant	1,920	20	1.0
Engineering Technician IV	1,920	100	1.0
Laborer	1,920	100	1.0
Laborer	1,920	100	1.0
Classified Document Control Clerk	1,920	20	1.0
Security Specialist	1,920	20	1.0
Mailroom Clerk	1,920	20	1.0
Total	19,200	405	10
Supplemental Contractor Support			
(shall not be filled at contract award)			
Supplemental Labor Service- installation services for hanging government furnished items	300	0	As Needed
Supplement Labor Service- installation services for fabrication of under floor electrical distribution system components and minor carpentry	800	0	As Needed
Supplemental Labor Service- installation services for local area network (LAN) cabling	800	0	As Needed
Supplemental Labor Service- office relocations, transportation and storage and other general labor tasks	1000	0	As Needed
Total	2,900	0	As Needed

It is envisioned that one (1) FTE is equivalent to 1,920 hours, which is based on a 2,080 man-year taking into

consideration two (2) weeks of vacation and ten (10) federal holidays. Offeror's shall bid hourly labor rates based on a 2,080 man-year.

The Duplicating Machine Operator and Courier/Driver are envisioned as one FTE spending 50% of their time performing each labor category.

Option CLINs (TBD) are identified for supplemental labor service support. The requirements for the supplemental labor service support are outlined in Section 2.0. The supplemental labor service support will be filled on an as needed basis as directed by the COR.

All personnel shall work onsite at the Office of Naval Research Headquarters in Arlington, VA.

The contractor shall maintain the ability to send upper management to ONR with one (1) day notice at no additional cost to support any performance meetings or address concerns/problems on the program.

C 4.2 Specific Personnel Requirements and Qualifications

C 4.2.1 Program Manager/Team Lead

The candidate is required to:

-Possess a Bachelor's degree from an accredited college or university and 3-5 years of relevant experience in Program Management.

-Possess 3-5 years of relevant experience supervising personnel.

-Possess a working knowledge of Microsoft Word, Excel and PowerPoint.

C 4.2.2 Duplicating Machine Operator

The candidate is required to:

-Possess a High School Diploma or GED Equivalent.

-Possess 1-2 years of relevant experience as a Duplicating Machine Operator.

-Possess a working knowledge of Microsoft Word and Excel.

-Possess a SECRET Clearance at time of Contract Award

C 4.2.3 Driver/Courier

The candidate is required to:

-Possess a High School Diploma or GED Equivalent.

-Possess a current valid driver's license.

-Possess an acceptable driving record as evidenced by a Motor Vehicle Record (MVR) Check.

-Possess a SECRET Clearance at time of Contract Award

C 4.2.4 Supply Room Clerk

The candidate is required to:

-Possess a High School Diploma or GED Equivalent.

- Possess 1-2 years of relevant experience in operating a centralized supply room.*
- Possess 1-2 years of relevant experience in operating an automated supply inventory management system.*
- Possess a working knowledge of Microsoft Word and Excel.*
- Possess a current valid driver's license.*
- Possess an acceptable driving record as evidenced by a Motor Vehicle Record (MVR) Check.*

C 4.2.5 Engineering Technician

The candidate is required to:

- Possess either (1) an Associate's Degree from an accredited institution in engineering technology and five (5) years of relevant experience as an engineering technician or two (2) a National Institute for Certification in Engineering Technologies and ten (10) years of relevant experience as an engineering technician.*
- Possess a working knowledge of Microsoft Word and Excel.*

C 4.2.6 Laborers

The candidate is required to:

- Possess a High School Diploma or GED Equivalent.*
- Possess a current valid driver's license.*
- Possess an acceptable driving record as evidenced by a Motor Vehicle Record (MVR) Check.*

C 4.2.7 Classified Document Control Clerk

The candidate is required to:

- Possess either a (1) Associate's Degree from an accredited institution and 1-2 years of relevant experience as a classified document control clerk or (2) a High School Diploma or GED Equivalent and 3-5 years of relevant experience as a classified document control clerk.*
- Possess a working knowledge of Microsoft Word and Excel.*
- Possess either a working knowledge of (1) Security Information Management System (SIMS) or (2) other automated information system.*
- Possess a working knowledge of Defense Enrollment Eligibility Reporting System (DEERS) and Real-time Automated Personnel Identification System (RAPIDS).*
- Possess a current valid driver's license.*
- Possess an acceptable driving record as evidenced by a Motor Vehicle Record (MVR) Check.*
- Possess a SECRET Clearance at time of Contract Award*

C 4.2.8 Security Specialist

The candidate is required to:

-Possess either a (1) Associate's Degree from an accredited institution and 1-2 years of relevant experience as a security specialist or (2) a High School Diploma or GED Equivalent and 3-5 years of relevant experience as a security specialist.

-Possess a working knowledge of Microsoft Word and Excel.

-Possess a working knowledge of (1) Joint Personnel Adjudication System (JPAS) or (2) other automated database system.

-Possess a working knowledge of Defense Enrollment Eligibility Reporting System (DEERS) and Real-time Automated Personnel Identification System (RAPIDS).

-Possess a SECRET Clearance at time of Contract Award

C 4.2.9 Mail Clerk

The candidate is required to:

-Possess a High School Diploma or GED Equivalent.

-Possess 1-2 years of relevant experience in operating a centralized mail room.

-Possess 1-2 years of relevant experience in operating an automated supply inventory management system.

-Possess a working knowledge of Microsoft Word, Access and Excel.

-Possess a SECRET Clearance at time of Contract Award

C 4.2.10 Administrative Assistant

The candidate is required to:

-Possess an Associate's Degree from an accredited college or university and 3-5 years of relevant experience as an administrative assistant.

-Possess a working knowledge of Microsoft Word, Excel and PowerPoint.

C 4.2.11 Supplemental Labor (Installation Services)

The candidate is required to:

-Possess a High School Diploma of GED Equivalent.

C 4.2.12 Supplemental Labor (Fabrication of Under Floor Electrical Distribution System and Minor Carpentry)

The candidate is required to:

-Possess a High School Diploma of GED Equivalent.

-Possess experience in the fabrication of under floor electrical distribution systems.

-Possess minor carpentry experience.

C 4.2.13 Supplemental Labor (Installation of Local Area Network (LAN) Cabling)

The candidate is required to:

-Possess a High School Diploma or GED Equivalent.

-Possess experience in Local Area Network (LAN) cabling installation.

C 4.2.14 Supplemental Labor (Office Relocation, Transportation and Storage, and Other General Labor)

The candidate is required to:

-Possess a High School Diploma or GED Equivalent.

-Possess a current valid driver's license.

-Possess an acceptable driving record as evidenced by a Motor Vehicle Record (MVR) Check.

C 5 Reports Data and Other Deliverables

C 5.1 Staffing Plan

The contractor shall provide a staffing plan with their proposal submission for evaluation. The staffing plan shall detail the plan the contractor will employ during contract execution. The COR will monitor the staffing plan during performance of the contract to ensure that the contractor is performing in accordance with the staffing plan submitted by the contractor.

The contractors staffing plan shall be updated annually or when changes are made to it. The staffing plan shall address the following:

C5.1.1 The Plan shall contain the following information: labor category; tie-back to tasks in SOW; name of contractor employee (only required in final staffing plan after contract award); current security clearance level (only required in final staffing plan after contract award); and how prime contractor will verify the experience and education of the contractor employee for verification that the employee meets the requirements and experience specified/required for the labor category they are assigned to in Section C, 2.0 of the SOW. The offeror shall address which labor categories shall be filled by subcontractor or its own employees. The offeror shall also address plans in the event of prime and/or subcontractor withdrawals or addition of resources required, and staffing updates, throughout the period of performance. A table may be used to summarize this information.

C5.1.2 A strategy to fill vacancies in a timely manner and average time to fill a position in order to retain full staffing and incentives to hire and retain personnel.

C5.1.3 A strategy on how the offeror plans to quickly adapt to changing mission requirements, priorities and workloads without affecting the ongoing work.

C 5.2 Management Plan

The contractor shall provide a management plan with their proposal submission and update the approved management plan annually. Effective risk mitigation to include identifying potential risks associated with logistical support services and associated, mitigation strategies; cost and schedule monitoring; and proven processes established to correct any issues that arise. The offeror's management plan must include the proposed lines of responsibility, and communication through which this requirement will be managed. The contractor shall propose policies and procedures for managing and directing the effort for productivity, quality, cost control, and early identification and resolution of problems. The offeror shall provide its proposed approach for delivering high quality logistical support services as defined in the SOW. This includes describing the optimal allocation of resources to meet all performance requirements defined in the SOW. The approach shall address the period of transition from the current contract as well as operations under the new contract.

C 5.3 Bi-Weekly Progress, Status and Financial Reports

The contractor shall provide bi-weekly progress, status and financial reports to the COR and Contracting Officer/Specialist. The reports shall be submitted no later than the 15th and 30th day of each month. The purpose of the Bi-Weekly Progress, Status and Financial Reports is to describe the Contractor's bi-weekly activities.

The bi-weekly technical progress report can be provided in contractor format (subject to COR approval) and shall include:

- Executive Summary
- Performance related work, issues and actions
- Work accomplished per labor category
- Hours charged against the contract per labor category
- Problem/issues during the report period
- Planned actions for the period following the period in which the report was submitted

The bi-weekly financial status report shall be provided in the format and with the required information found on the Contractor Monthly Financial Status Report Template found at the following site: <http://www.onr.navy.mil/Contracts-Grants/manage-contract.aspx>. The format for the financial status reports may be updated the life of the website (or any successor website identified via administrative modification to the contract/task order) and the contractor will be notified that an updated version shall be used for future submissions. The monthly financial status report requires the information be provided as indicated in the Contractor Monthly Financial Status Report Template.

C 5.4 Ad Hoc Reports/Meeting Minutes/Presentations

The contractor shall provide as required ad hoc reports, meeting minutes and presentations. The COR will provide the required format, timing, content and mode of delivery.

C 5.5 Period of Performance Reports

The contractor shall provide a Period of Performance report to the COR and Contracting Officer/Specialist. The report shall be submitted no later than fifteen (15) days after the last day of the performance period per Section F of the contract. The report may be provided in contractor format (Subject to COR approval and shall include:

- Total number of hours utilized during the year's period of performance for each labor category
- Major accomplishments by labor category
- Standard Operating Procedures for each labor category

C 5.6 Quality Control Plan

In accordance with Attachment 1, Quality Assurance Surveillance Plan (QASP), the contractor shall develop and maintain an effective quality control program to ensure services are performed in accordance with the SOW. The contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The contractor's quality control program is a means by which the contractor assures that work complies with the requirement of the contract.

C5.6.1 The contractor shall provide a draft Quality Control Plan (QCP) with their proposal submission for review. The QCP shall detail the plan the contractor will employ during contract execution. The Government will monitor the QCP during performance of the contract to ensure that the contractor is performing in accordance with the QCP. The draft QCP shall be delivered with the contractor's proposal submission and the contractor's final QCP is due within ten (10) business days of contract award. When changes are made to the QCP, the contractor shall submit the revised QCP to the Contracting Officer and COR within five (5) business days when changes are made thereafter. After acceptance of the QCP the contractor shall receive the Contracting Officer's acceptance in writing of any proposed change to the QCP.

C 5.7 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA) Reports

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for the performance of services provided under this contract for the Office of Naval Research 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 1st through September 30th. While inputs may be reported any time during the FY, all data shall be reported no later than October 31st of each calendar year. Contractors may direct questions to the help desk, linked at <https://doncmra.nmci.navy.mil>.

C 5.8 Post Award Conference/Kick-Off Meeting

The contractor shall be prepared to attend a post award orientation conference/kick-off meeting at the Office of Naval Research within five (5) business days of award notification. The post award conference/kick-off meeting will be attended by the Contracting Officer, Contracting Officer Representative and any other required members of the program office.

C 6 Incorporation of the Contractor's Technical/Cost Proposal

TO BE COMPLETED UPON AWARD

The contractor's technical proposal number TBD dated TBD and any amendments thereof, are incorporated herein by reference with the same force and effect as if set forth in full text. Nothing in the contractor's proposal shall constitute a waiver of any of the provisions of the contract. For purposes of FAR clause 52.215-8 "Order of Precedence", the contractor's technical proposal shall be considered a Specification but the Governments Statement of Work shall take precedence over the contractor's proposal.

C 7 Contractor Personnel Check In/Check Out Procedures

a) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check in for onboarding contractor personnel in accordance with Attachment Number 7 entitled "Check In – Contractors (CTR)".

b) It shall be the contractor's responsibility to ensure that all contractor personnel (Prime and Sub-Labor) comply with ONR's internal check out Procedures for contractor personnel in accordance with Attachment Number 8 entitled "Check Out – Contractors (CTR)".

c) All Contractor Personnel shall also comply with the following additional check out procedure:

· Turn in classified records (if applicable)

C 8 Contractor Personnel Termination Policy

It shall be the contractor's responsibility to ensure that terminations of all contractor personnel (Prime and Sub-Labor) are handled off-site at the Prime Contractor's facility in order to avoid disruption to ongoing work functions at ONR Headquarters. Terminated contractor personnel who possess Government/ONR assets shall return all assets to the contractor's Program Manager on their last day of employment at ONR. The contractor's Program Manager shall deliver all Government/ONR assets to the ONR Contracting Officer Representative (COR) or Alternate COR no later than three (3) business days after the termination of the contractor personnel.

SECTION D - Packaging and Marking

D 1 Packaging and Marking

Preservation, packaging, packing and marking of all deliverable contract line items shall conform to normal commercial packing standards to assure safe delivery at destination.

SECTION E - Inspection and Acceptance

E 1 Award Inspection and Acceptance

Inspection and Acceptance of the reports and/or other deliverables under this contract will be accomplished by the Contracting Officer Representative (COR) designated in Section F of this contract, who shall have thirty (30) days after contractual delivery for acceptance. If the contract includes Not-Separately-Priced (NSP) CLIN(s) that is/are to be delivered before the current end date in the period of performance, the contract shall use a receiving report in WAWF as a Material Inspection and Receiving Report in lieu of a DD Form 250 for each NSP CLIN due before the end of the current period. Otherwise, the receiving report required for the final report in Attachment Number 4 (Contract Data Requirements List (CDRL)) can include the final report and any other NSP CLINs due at the same time.

E 2 Clauses

FAR 52.246-4 Inspection of Services - Fixed-Price. (AUG 1996)

FAR 52.246-5 Inspection of Services - Cost-Reimbursement. (APR 1984)

SECTION F - Deliveries or Performance

F 1 Deliveries and Performance

1. The support services performed under the Base Period (CLINs 0001 and 0007) shall be performed from 31 MAR 2016 through 30 MAR 2017.
2. If exercised, the Overtime Labor Hour Support Services for ONR Corporate Logistics Department under the Base Period (CLIN 0002) shall be performed from 31 March 2016 through 30 March 2017.
3. If exercised, the Supplemental Labor Services Option for Installation Services under the Base Period (CLIN 0003) shall be performed from 31 MAR 2016 through 30 MAR 2017.
4. If exercised, the Supplemental Labor Services Option for Fabrication of Under Floor Electrical Distribution System and Minor Carpentry under the Base Period (CLIN 0004) shall be performed from 31 MAR 2016 through 30 MAR 2017.
5. If exercised, the Supplemental Labor Services Option for Installation of Local Area Network (LAN) Cabling under the Base Period (CLIN 0005) shall be performed from 31 MAR 2016 through 30 MAR 2017.
6. If exercised, the Supplemental Labor Services Option for Office Relocation, Transportation and Other General Labor under the Base Period (CLIN 0006) shall be performed from 31 MAR 2016 through 30 MAR 2017.
7. If exercised, the support services performed under the Option for Year 2 (CLINs 0008 and 0014) shall be performed from 31 MAR 17 through 30 MAR 2018
8. If exercised, the Overtime Labor Hour Support Services for ONR Corporate Logistics Department under the Option for Year 2 (CLIN 0009) shall be performed from 31 MAR 2017 through 30 MAR 2018.
9. If exercised, the Supplemental Labor Services Option for Installation Services under the Option for Year 2 (CLIN 0010) shall be performed from 31 MAR 2017 through 30 MAR 2018.
10. If exercised, the Supplemental Labor Services Option for Fabrication of Under Floor Electrical Distribution System and Minor Carpentry under the Option for Year 2 (CLIN 0011) shall be performed from 31 MAR 2017 through 30 MAR 2018.
11. If exercised, the Supplemental Labor Services Option for Local Area Network (LAN) Cabling under the Option for Year 2 (CLIN 0012) shall be performed from 31 MAR 2017 through 30 MAR 2018.
12. If exercised, the Supplemental Labor Services Option for Office Relocation, Transportation and Other General Labor under the Option for Year 2 (CLIN 0013) shall be performed from 31 MAR 2017 through 30 MAR 2018.

13. If exercised, the support services performed under the Option for Year 3 (CLINs 0015 and 0021) shall be performed from 31 MAR 2018 through 30 MAR 2019.
14. If exercised, the Overtime Labor Hour Support Services for ONR Corporate Logistics Department under the Option for Year 3 (CLIN 0016) shall be performed from 31 March 2018 through 30 March 2019.
15. If exercised, the Supplemental Labor Services Option for Installation Services under the Option for Year 3 (CLIN 0017) shall be performed from 31 MAR 2018 through 30 MAR 2019.
16. If exercised, the Supplemental Labor Services Option for Fabrication of Under Floor Electrical Distribution System and Minor Carpentry under the Option for Year 3 (CLIN 0018) shall be performed from 31 MAR 2018 through 30 MAR 2019.
17. If exercised, the Supplemental Labor Services Option for Local Area Network (LAN) Cabling under the Option for Year 3 (CLIN 0019) shall be performed from 31 MAR 2018 through 30 MAR 2019.
18. If exercised, the Supplemental Labor Services Option for Office Relocation, Transportation and Other General Labor under the Option for Year 3 (CLIN 0020) shall be performed from 31 MAR 2018 through 30 MAR 2019.
19. If exercised, the support services performed under the Option for Year 4 (CLINs 0022 and 0028) shall be performed from 31 MAR 2019 through 30 MAR 2020.
20. If exercised, the Overtime Labor Hour Support Services for ONR Corporate Logistics Department under the Option for Year 4 (CLIN 0023) shall be performed from 31 MAR 2019 through 30 MAR 2020.
21. If exercised, the Supplemental Labor Services Option for Installation Services under the Option for Year 4 (CLIN 0024) shall be performed from 31 MAR 2019 through 30 MAR 2020.
22. If exercised, the Supplemental Labor Services Option for Fabrication of Under Floor Electrical Distribution System and Minor Carpentry under the Option for Year 4 (CLIN 0025) shall be performed from 31 MAR 2019 through 30 MAR 2020.
23. If exercised, the Supplemental Labor Services Option for Local Area Network (LAN) Cabling under the Option for Year 4 (CLIN 0026) shall be performed from 31 MAR 2019 through 30 MAR 2020.
24. If exercised, the Supplemental Labor Services Option for Office Relocation, Transportation and Other General Labor under the Option for Year 4 (CLIN 0027) shall be performed from 31 MAR 2019 through 30 MAR 2020.
25. If exercised, the support services performed under the Option for Year 5 (CLINs 0029 and 0035) shall be performed from 31 MAR 2020 through 30 MAR 2021.
26. If exercised, the Overtime Labor Hour Support Services for ONR Corporate Logistics Department under the Option for Year 5 (CLIN 0030) shall be performed from 31 MAR 2020 through 30 MAR 2021.
27. If exercised, the Supplemental Labor Services Option for Installation Services under the Option for Year 5 (CLIN 0031) shall be performed from 31 MAR 2020 through 30 MAR 2021.
28. If exercised, the Supplemental Labor Services Option for Fabrication of Under Floor Electrical Distribution System and Minor Carpentry under the Option for Year 5 (CLIN 0032) shall be performed from 31 MAR 2020 through 30 MAR 2021.
29. If exercised, the Supplemental Labor Services Option for Local Area Network (LAN) Cabling under the Option for Year 5 (CLIN 0033) shall be performed from 31 MAR 2020 through 30 MAR 2021.
26. If exercised, the Supplemental Labor Services Option for Office Relocation, Transportation and Other General Labor under the Option for Year 5 (CLIN 0034) shall be performed from 31 MAR 2020 through 30 MAR 2021.

F 2 Place of Delivery

All reports and data shall be F.O.B. Destination in accordance with Attachment Number 4 (Contract Data Requirements List (CDRL)). The address for the cognizant COR is as follows:

Office of Naval Research
875 North Randolph Street
Attn: To be completed at time of contract award
Code: BD04
Arlington, VA 22203-1995

Email Address: To be completed at time of contract award
Ref: Contract (to be completed at time of contract award)

F 3 Place of Performance

Work under this contract will be performed at the Office of Naval Research Headquarters, Arlington VA. Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities.

F 4 Clauses

FAR 52.242-15 Stop-Work Order. (AUG 1989)

FAR 52.242-15 Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)

SECTION G - Contract Administration Data

G 1 Changes only by Contracting Officer

- a) No order, statement or conduct of Government personnel who meets or communicates with the contractor during the performance of this contract shall constitute a change under the “changes” clause of this order.
- b) The contractor shall not comply with any order, direction or request of Government personnel that alters the terms of the contract unless it has been approved in writing and signed by the Contracting Officer.
- c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in contract price or period of performance to cover any increase in charges incurred as a result thereof. The Contracting Officer for this requirement is: **Kara Stith, email: kara.stith@navy.mil, (703) 696-4324.**

G 2 Procuring Office Representatives

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

Contract Negotiator – Ms. Tracie L. Simmons, ONR 254, (703) 696-7827, E-Mail Address:

tracie.simmons@navy.mil

(If initial response to contract negotiator’s email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to ONR-Code254ProcurementTech@navy.mil)

Inspection and Acceptance – Designated Contracting Officer’s Representative (COR) TBD

Security Matters – Ms. Torri Powell, ONR 43, (703) 696-8177, DSN 426-8177, E-MailAddress:

torri.powell@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, Email Address:

john.forrest@navy.mil.

G 3 Performance Evaluations in Contractor Performance Assessment Reporting System (CPARS)

- a) Continual monitoring of performance is one critical element to the success of the contract. Performance evaluation reports will be prepared at the time of final acceptance of work, termination, annually or other times, as appropriate. Performance evaluations are done in CPARS at www.cpars.gov by focusing on elements of quality control, effectiveness of management, timely performance and compliance with safety standards.
- b) If the COR concludes that a contractor's overall performance is less than satisfactory, the contractor shall be advised in writing. Contractors taking exception to the evaluation ratings are encouraged to submit comments in writing within CPARS. If the contractor submits written comments, the COR shall include them in the report, resolve any alleged factual discrepancies, and make appropriate changes to the report. If the contractor's performance is found to be less than satisfactory, actions may warrant the Government to make new arrangements with different suppliers and/or modify existing arrangements.
- c) The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this contract. If a subcontractor's performance is less than satisfactory, the Government expects the prime contractor to take effective actions to correct less than satisfactory performance. Less than satisfactory performance by a subcontractor may reflect adversely on the contractor's performance evaluation within the CPARS system.

G 4 Contractor Assignment of Personnel

- a) Personnel provided under this contract are critical to the mission of ONR. The contractor is expected to minimize employee turnover with respect to personnel performing under this SOW. The contractor is responsible for providing temporary coverage in the event of an extended absence of two (2) or more consecutive days.
- b) All personnel assigned to a specific labor category identified in Section C, 2.0 and 3.0 shall possess sufficient breadth and depth of applicable experience to provide pertinent support independently. Upon contract award the contractor will be furnished copies of ONR internal guides that are relevant to accomplishing the assigned tasks. Contractor personnel will be afforded the opportunity to become knowledgeable of these internal procedures, and seek clarification on an as needed basis.
- c) In the event that contractor personnel are not meeting the requirements in SOW identified in Section C, 2.0 and 3.0 the COR or the Contracting Officer will notify the Contractor of the problem/issues regarding the contractor's personnel. The contractor will have 30 days to remedy the situation in a manner that is acceptable to the Government. A mutual effort will be made to resolve all problems/issues identified.

G 5 Program Review with ONR

- a) The Contractor, the Contracting Officer, and COR(s) shall meet to review performance under this contract, to determine on-going status, to identify and resolve problems and/or to provide information to decision-maker(s).
- b) A Post Award Orientation Conference will be held within five (5) business days of contract award notification.
- c) Thereafter, the Contractor, the Contracting Officer, and COR(s) will meet quarterly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the Contractor's performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems/issues identified.

G 6 Contactor's Authorized Point of Contact

- a) The contractor shall list below a point of contact for the contracting office to contact regarding any contractual matters on the contract.

Contract Coordinator: **TBD**

Name:

Phone Number:

Email Address:

b) The contractor shall notify the contracting office in writing of any changes in the above listed personnel within five (5) business days of known change in contractor's point of contact.

G 7 Contract Administration Delegation

a) In accordance with FAR 42.202, the Contracting Officer delegates all contract administration functions listed in FAR 42.302 (a) and DFARS 242.302(a) to the Contract Administration Office (See ADMINISTERED BY, Block 6 of the Standard Form 26 of this contract), except for the following contract administration functions retained by the PCO:

Functions Retained:	Retained for Performance by:
FAR 42.302(a)(3), (4), (38) & (58)	PCO

b) Special Instructions (See FAR 42.202(b) and (c)).

G 8 Award Distribution (JULY 2015)

In accordance with the requirements of FAR 4.201, distribution is made to the contractor, program office, administrative contracting office, payment office and audit office. See the following matrix to determine the specific distribution location, which is based upon the award for used:

Distribution	SF26	SF30	SF33	DD1155	ONR Form 1099
Contractor	See Block 7	See Block 8	See Block 15A	See Block 9	See Block 13
Program Office	See Block 11	See Block 6	See Block 11 or Section G	See Block 14	See Block 21
Administrative Contracting Office	See Block 6	See Block 7	See Block 24	See Block 7	See Block 23a
Payment Office	See Block 12	See Block 14	See Block 25	See Block 15	See Block 25a
Auditor	See Section G	See Section G	See Section G	See Section G	

G 9 Type of Award

This is a Firm Fixed Price Contract with Cost Reimbursement CLINs

G 10 Payment and Invoice Instructions Firm Fixed Price (FFP)

PAYMENT AND INVOICE INSTRUCTIONS (FIRM FIXED PRICE OR TIME-AND-MATERIAL/LABOR-HOUR)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov> The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident

necessitate the payment to an account other than that maintained in CCR, it is the Awardees responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardees failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the WAWF system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will no longer be accepted for payment.**

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for the submission of payment requests, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at (http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information). The most useful guides are "Vendor Self Registration/Account Management" and either "Invoice 2in1" or "Invoice and Receiving Report (Combo)"; use the former if the invoice is for services only.

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting invoices must self-register in WAWF.

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the Contract Number (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. (Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)

Enter the Pay DODAAC and hit Submit.

Pay DoDAAC: [Use the 6 character "PAYMENT WILL BE MADE BY" CODE on page one of the award document]

Select either the: "Invoice as 2-in-1 (Services Only)" for services/R&D/reports (can include incidental supplies) or "Invoice and Receiving Report (Combo)" for supplies (can also include additional services) invoice type within WAWF and hit Continue. Both types of invoices fulfill any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

Issue Date: [Use the signed date of the award document]

Issue By DoDAAC: [Use the 6 character "ISSUED BY" CODE on page one of the award document]

Admin DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

Service Acceptor: [Use the 6 character "ISSUED BY" CODE on page one of the award document] **(Note – this line is required only with "Invoice as 2-in-1 (Services Only)" type invoices)**

Ship To Code: [Use the 6 character "SHIP TO" CODE on page one of the award document] **(Note – this line is required only with "Invoice and Receiving Report (Combo)" type invoices)**

LPO DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] **(Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank)**

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" tab.

Helpful Note: Shipment Number format should be three (3) alpha and four (4) numeric characters (e.g., SER0001).

Take special care when you enter Line Item information - the Line Item tab is where you will detail your request for payment and material/services that were provided based upon the contract. Be sure to fill in the following two informational items exactly as they appear in the contract:

Item Number: If the contract schedule has more than one ACRN listed as sub items under the applicable Contract Line Item Number (CLIN), use the 6 character separately identified Sub Line Item Number (SLIN) (e.g. – 0001AA) or Informational SLIN (e.g. – 000101), otherwise use the 4 character CLIN (e.g. – 0001).

ACRN: Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (**Note – Do not invoice for more than is still available under any ACRN**)

After all required information is included, click on the "Create Document" button under the "Header" tab.

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting:

For all invoices submitted against CLINs with multiple Accounting Classification Reference Numbers (ACRNs), the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3rd character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1781319 for FY 2008 and 1791319 for FY 2009). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

If you have any questions regarding WAWF, contact the DoD WAWF Assistance Line at 1-866-618-5988.

For additional clarification on the correct Codes to use or on proper invoicing procedures, contact the ADMINISTERED BY Office on page one of the award document.

For payment status questions, contact the PAYMENT WILL BE MADE BY Office listed on page one of the award document or visit the DFAS My Invoice system (<https://myinvoice.csd.disa.mil>).

G 11 Limitation of Government Obligation (Firm Fixed Price CLINS)

FAR 52.232-16 Progress Payments. (APR 2012)

DFARS 252.232-7004 DoD Progress Payment Rates. (OCT 2014)

DFARS 252.232-7007 Limitation of Government's obligation. (APR 2014)

(a) Contract line item(s) 0001, 0008, 0015, 0022, 0029 is/are incrementally funded. For this/these item(s), the sum of \$TBD of the total price is presently available for payment and allotted to this contract. An allotment schedule is setforth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those items(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the

Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraph (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) or (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract \$ _____
_____, _____ \$ _____
_____, _____ \$ _____
_____, _____ \$ _____

(End of clause)

G 12 Payment and Invoice Instructions Cost Reimbursement

THE FOLLOWING PARAGRAPH APPLIES TO COST TYPE CLINs (0002-0007, 0009-0014, 0016-0021, 0023-0028, 0030-0035) ONLY

(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 System for Award Management 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:

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

Cost Voucher

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

Destination/Destination (D/D)

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD (will be

	completed upon award)
Issue By DoDAAC	TBD (will be completed upon award)
Admin DoDAAC	TBD (will be completed upon award)
Inspect By DoDAAC	TBD (will be completed upon award)
Ship To Code	TBD (will be completed upon award)
Ship From Code	TBD (will be completed upon award)
Mark For Code	TBD (will be completed upon award)
Service Approver (DoDAAC)	TBD (will be completed upon award)

Service Acceptor (DoDAAC)	TBD (will be completed upon award)
Accept at Other DoDAAC	TBD (will be completed upon award)
LPO DoDAAC	TBD (will be completed upon award)
DCAA Auditor DoDAAC	TBD (will be completed upon award)
Other DoDAAC(s)	TBD (will be completed upon award)

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

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

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

Not Applicable

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

For clarification regarding invoicing contact: Navy WAWF Help Line: 1-877-251-WAWF (9293)
For Payment Issues Only contact: ONR_21@navy.mil.

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

(End of clause)

G 13 Payment of Allowable Costs and Fixed Fee

As consideration for the proper performance of the work and services required under this contract, the Contractor shall be paid as follows:

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment," shall not exceed the amount set forth as "Estimated Cost" in Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

G 14 Allotment of Funds (to be completed upon contract award)

(a) It is hereby understood and agreed that this contract will not exceed a total amount of \$ TBD.

(b) CLINs (TBD) are Firm Fixed Price

(c) It is hereby understood and agreed that CLIN XXXX will not exceed a total amount of \$ TBD, (no fee). The total amount presently available for payment and allotted to CLIN XXXX of this contract is \$ TBD (no fee). It is estimated that the amount allotted of \$ TBD (no fee) will cover the period from 31 MAR 2015 through TBD.

G 15 PGI Payment Instructions

PGI 252.204-0004 PGI: Line Item Specific: By Fiscal Year*

These instructions are provided for the Contract Payment Office (DFAS Columbus) only, and are not contractor instructions.

If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), the contracting officer intends the funds to be liquidated using the oldest funds first.

This applies to CLIN(s) and/or SLIN(s) All CLINS and SLINS (0001 - 0035) .

G 16 ONR 5252.204-9722 Electronic Document Access (APR 2012)

The Office of Naval Research (ONR) award and modification documents are now available via the Electronic Document Access System (EDA). EDA is a web-based system that provides secure online access, storage, and retrieval of awards and modifications to Department of Defense (DoD) employees and vendors. An ONR representative will enter the contact information for vendor notification of up to two (2) vendor representative into EDA for each contract. Once an executed ONR contract document is loaded into EDA, the designated vendor representative(s) will automatically receive an email notification that the document is available in EDA. The vendor is responsible for retrieving the document from EDA; ONR will no longer mail hard copies to vendors.

Each vendor is responsible for providing ONR with their vendor representative's contact information as well as any changes to their contact information changes to the cognizant ONR Contract Specialist or Contracting Officer of each ONR contract. Each request to change EDA vendor representative contact information shall include the following information:

1. Contract Number
2. Email Address
3. First Name
4. Last Name
5. Organization

Users must be aware that EDA inactivates user accounts for non-use after 90 days. Failure to use your account will result in inactivation. A password reset and EDA POC approval is required to reactivate account.

G 17 Financial Accounting Data- to be completed upon award

ACRN	List of Item/Sub Number (LI#)	Line of Accounting (LOA)	Total Amount
			\$
			\$
Total Obligated Amount			\$

G 18 Order Details

G 18.1 Other Direct Costs (ODCs)

Other Direct Costs shall include costs associated with the engraving of Government furnished plaques and will be reimbursed at cost plus G&A without profit for fee. Purchases of all items exceeding \$500 must be approved in advance by the Contracting Officer and the COR. The purchase of any computer or magnetic media (i.e. hard drives, flash drives) must be approved by the COR prior to purchase. Per Navy Telecommunication Directive 03-11, ANY such device connected to Navy Marine Corps Intranet Network shall be turned over to the Government for disposal at the end of contract performance. To prevent forfeit of ownership, the contractor should NOT connect any privately-owned device to a Government network.

Forfeit of ownership per Navy Telecommunication Directive 03-11 shall not, however, grant the Government any rights, title, or interest in any intellectual property embodied within a forfeited device. Nor shall a forfeit of ownership alter any responsibility that the Government may have to prevent unauthorized use, release, or disclosure of proprietary information that may be embodied within a forfeited device.

At this time the specific ODC items cannot be identified; however the ODC cost total cannot exceed the annual Not-to-Exceed amount as specified below for each CLIN (if included in the resulting award):

CLIN	Annual Not-to-Exceed Amount
0007	\$5,000
0016	\$5,000
0021	\$5,000
0028	\$5,000
0035	\$5,000

These NTE amounts must be proposed and included as part of the cost total (inclusive of G&A, but without profit or fee) in every proposal submitted under this solicitation.

G 18.2 Travel and Per Diem

Travel will not be required to support this Statement of Work.

G 18.3 Parking and Local Transportation

Parking facilities are not provided at ONR; however, several private (pay) parking facilities are located in the area. The ONR facility is within walking distance of the Ballston Metro Station. Monthly parking fees or any other type of transportation expenses (metro farecards) for proposed personnel to commute to and from the place of performance should not be charged to the contract as a direct cost.

G 18.4 Conference and Meeting Space

Conference and Meeting Space will not be required to support this Statement of Work.

G 18.5 Printing and High Speed High Volume Duplicating

The scope of this contract does not include printing and high speed high volume duplicating. Defense Logistics Agency shall serve as the manager for printing and high speed high volume duplicating. Requests shall be forwarded to the COR for review one month before the required due date. The COR will then submit approved requests to ONR BD042 two weeks before the required due date.

G 18.6 Food

All costs for food, not including the per diem rate for meals and incidental expenses, are unallowable under this contract.

G 18.7 Replacement Personnel

In accordance with the Statement of Work, the contractor shall provide qualified personnel to execute all aspects of the SOW. If a support contractor is not meeting the requirements of ONR or takes a position elsewhere, the contractor has 10 business days to provide a qualified replacement. If it takes longer than 10 business days to replace the support contractor, the Government will negotiate an equitable adjustment for the cost difference on a day to day basis, to include the initial 10 business days allowed to provide a qualified replacement, until a successful replacement is brought onboard at ONR.

G 18.8 Government Furnished Resources (GFR)

a) The Government will provide information, material and forms unique to the Government for supporting this contract. The Government furnished resources necessary to perform the SOW must be identified and requested through the designated COR. The Government shall provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations for contractor personnel working on government facilities. Please note that contractor support work previously performed at an off-site location shall now be performed and/or implemented on-site at ONR in order to comply with all Navy regulations (e.g., Wikis, websites, etc.).

b) With the exception to the basic facility terms items noted above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. The purchase of computer equipment should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by ONR. Contractors will be required to obtain Navy Marine Corps Intranet (NMCI) seats to perform the Contract SOW. During the performance of the Contract, if either party (Government or Contractor) identifies additional NMCI seat requirements for the Contractor to obtain an NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain an NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the dollar values of the Contract as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at: <http://www.nmcieds.com/index.asp>.

c) During the term of the contract, the Government may replace, modify, or improve equipment, systems, at the Government's expense and by means not associated with this contract. All replaced, improved, updated, or modernized, equipment and systems shall be operated by the Contractor at no additional cost to the Government unless such changes result in an increase or decrease in contract requirements. Any training for software updates for Government systems will be provided by the Government to contractor personnel.

G 19 Security Requirements

G 19.1 Facility Security Clearance Requirements

Facility Security Clearance Requirements will not be required to support this Statement of Work.

G 19.2 Personnel Security Clearance Requirements

A minimum of a SECRET clearance is required at time of contract award for the following labor categories: Duplicating Machine Operator, Driver/Courier, Classified Document Control Clerk, Security Specialist and Mail Clerk.

G 19.3 National Agency Checks (NAC)

The Contractor shall cooperate with government cognizant service authority performing National Agency Checks with Written Inquiries (NACI). All onsite contractor personnel that are not required to possess a security clearance shall be subject to NACI to determine their trustworthiness and to ensure the individual does not pose an unacceptable risk to the government agency. NACIs shall be requested by the Office of Naval Research (ONR) Security Division using the SF 85P, and the FD-258 fingerprint card, and will be forwarded to OPM for processing. The results of NACIs will be evaluated by ONR Security Division to determine and ensure the individual(s) who are permitted access to command persons, property, facilities, controlled unclassified information are trustworthy. ONR will notify the contractor in writing whether the contract employee will be authorized initial and or continued access to the ONR. Onsite contractor personnel not deemed trustworthy or commit security violation(s) will be immediately removed from ONR premises and shall not be permitted access.

G 19.4 General Security and Safeguarding Requirements

A DD Form 254 “Contract Security Classification Form” will be required prior to access or production of any classified information. Additionally, the Contractor is required to safeguard the information labeled as proprietary.

G 19.5 Privacy Act

All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

G 19.6 Nondisclosure Agreement

Prior to starting work under this task order, each employee will be required to complete and sign a Nondisclosure Agreement (NDA). If personnel are replaced under this task order, a signed NDA shall be provided to the Contracting Officer at least one week prior to coming onboard at the Office of Naval Research.

G 20 Organizational Conflict of Interest (OCI)

G 20.1 Limitations on Providing Support Services

All Offerors and proposed subcontractors must affirm whether they are conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. All affirmations must identify ONR’s Technical Point of Contact and identify the prime contract numbers. Affirmations shall be furnished at the time of proposal submission. All facts relevant to the existence or potential existence of organizational conflicts of interest (FAR 9.5) must be disclosed. The disclosure shall include a description of the action the offeror has taken or proposes to take to avoid, neutralize, or mitigate such conflict. In accordance with FAR 9.503 and without prior approval, a contractor cannot simultaneously be a SETA and a research and development performer. Proposals that fail to fully disclose potential conflicts of interests or do not have acceptable plans to mitigate identified conflicts will be rejected without technical evaluation and withdrawn from further consideration for award. If a prospective offeror believes that any conflict of interest exists or may exist (whether organizational or otherwise), the offeror should promptly raise the issue with ONR by sending his/her contact information and a summary of the potential conflict by e-mail to the Contracting Office identified in the solicitation before time and effort are expended in preparing a proposal and mitigation plan. If, in the sole opinion of the Contracting Officer after full consideration of the circumstances, any conflict situation cannot be effectively avoided or mitigated, the proposal may be rejected without technical evaluation and withdrawn from further consideration for award. Additional information regarding ONR’s guidelines on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>.

G 20.2 Safeguarding Information

The parties acknowledge that, during performance of the contract resulting from this solicitation, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any

party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

G 20.3 Organizational Restrictions

Support contractor's knowledge of competition sensitive information, described in paragraph above, may unfairly affect its competitive position in future ONR solicitations. The Contractor understands that, during performance of the contract resulting from this solicitation and for a period of up to two years after the completion of its performance of the contract, the Contractor, any affiliate of the Contractor, any joint venture involving the Contractor, any entity into or with which the Contractor may merge or affiliate, or any other successor or assignee of the Contractor may not be eligible to participate as a prime Contractor, subcontractor, consultant, joint venture, partner, or other agreements directly impacted by the Office of Naval Research programs.

G 21 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the SOW. All personnel performing under the contract must meet or exceed the personnel qualifications of those personnel proposed at the time of proposal submission. The Government shall have a minimum of five (5) calendar days to review the qualifications of substitute/replacement personnel prior to reporting to work. The Contractor shall be prepared to provide other personnel within five (5) calendar days should any of the substitute/replacement personnel be considered unqualified.

G 22 Common Access Card (CAC) for Contractor Employees

All new contractor employees shall be "CAC Card Ready" before any direct labor charges may be accumulated under this contract. "CAC Card Ready" includes:

- 1) Subject's fingerprints have been submitted to the Office of Personnel Management (OPM) and determined favorable
- 2) Subject has an initiated or completed NACI or equivalent investigation type
- 3) Visit request has been submitted to ONR Security and approved by the appropriate ONR Code Administrative Officer (AO)

G 23 Initial Orientation

All Contractor personnel shall receive an initial familiarization/orientation provided by ONR at ONR Headquarters, during their Check-In process.

G 24 Counter Intelligence Awareness and Reporting (CIAR) Training

All Contractor personnel shall attend Counterintelligence Awareness and Reporting (CIAR) Training in accordance with DoD Directive 5240.06 within 30 days after arrival at ONR and annually thereafter.

G 25 Other Training

All Contractor personnel shall complete annual organization specific mandatory training as required in accordance with DoD, Navy, and ONR policy. Training will include but is not limited to: DoD Cyber Awareness, Privacy and Personally Identifiable Information (PII) Awareness, Combating Trafficking in Persons (CTIP), Ethics, No Fear Act, Prevention of Sexual Harassment (POSH) and Equal Employment Opportunity. All Contractor personnel shall also attend organization specific mandatory Counter Intelligence Training annually.

SECTION H - Special Contract Requirements

H 1 ONR 5252.237-9705 Key Personnel (DEC 1988)

(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 30 days in advance 45 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 in writing 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
Program Manager/ Team Lead	To Be Completed Upon Contract Award
Engineering Technician	To Be Completed Upon Contract Award
Administrative Assistant	To Be Completed Upon Contract Award

H 2 Technical Direction

ONR 5252.242-9718 Technical Direction (FEB 2002)

(a) Performance of the work hereunder is subject to the technical direction of the COR designated in this contract, or 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 provision, 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 the work statement which is not affected by the disputed technical direction.

H 3 Contracting Officer's Representative (COR)

ONR 5252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996)

The COR for this contract is: **To Be Completed upon Contract Award**

Name:
Code:
Mailing Address:
Telephone No:

The Alternate COR for this contract is: **To Be Completed upon Contract Award**

Name:
Code:
Mailing Address:
Telephone No:

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract (or delivery order). When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or delivery order), the contractor shall promptly notify the contracting officer (ordering officer) in writing. No action shall be taken by the contractor until the contracting officer (or ordering officer) has issued a modification to the contract (or delivery order) or has otherwise resolved the issue. In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

H 4 Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract:

Identified Subcontractor	Estimated Hours	Base/Option Period	Estimated Cost

Identified Consultant	Estimated Hours	Base/Option Period	Estimated Cost

The preceding listing of subcontracts were evaluated during negotiations as required by Paragraph (j) of the contract clause at FAR 52.244-2 entitled "Subcontracts" and therefore do not require consent in accordance with paragraphs (c) and (e) of the Subcontracts clause. This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (e) (1) (i) through (vii).

For additional subcontracts beyond those listed above, the Contracting Officer's written consent to subcontract is only required in accordance with Paragraphs (b), (c), and (d) of FAR 52.244-2. ONR has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office (Block 7 of this DD Form 1155 or Block 6 of the Standard Form 26). Although ONR has provided authority to subcontract for the preceding list of subcontracts, ONR is not retaining any post award function for the consent of subcontracts in accordance with FAR 42.302(a)(51). Therefore, any consents to subcontract required in accordance with FAR 52.244-2 after contract award shall be submitted to the ACO for action.

H 5 On-Site Working Conditions, Holidays and Other Closures

a) ONR Headquarters is a smoking restricted workplace. Due to the nature of the work, facilities, and requirements, contractor staff may only smoke outside in designated smoking areas during lunch and designated breaks.

b) ONR conforms to public holidays for federal employees. Contractor support personnel are not authorized to work on public holidays or other days designated as holidays, except to the extent that travel for operational requirements are scheduled. Government personnel observe the following days as holidays and the Government facilities will be closed and unavailable to contractor personnel on these days:

- New Year's Day January 1st*
- Martin Luther King's Birthday Third Monday in January
- President's Day Third Monday in February
- Memorial Day Last Monday in May
- Independence Day July 4th*
- Labor Day First Monday in September
- Columbus Day Second Monday in October
- Veterans Day November 11th*
- Thanksgiving Day Fourth Thursday in November
- Christmas Day December 25th*

*If the holiday falls on a Saturday, the Government holiday will be observed the preceding Friday. If the Government holiday falls on a Sunday, the observance will be on the following Monday.

c) In addition to the days designated as holidays, the Government observes the following days:

- Any other day designated by Federal Statute
- Any other day designated by Executive Order
- Presidential Inauguration Day
- Any other day designated by the President's Proclamation

d) In the event the Government is closed for any other purpose (e.g., inclement weather, furlough), contractor support personnel will not be authorized to work. It is the Government's decision as to whether the contract price/cost will be affected. Generally, the following situation may apply:

Contractor personnel who are not able to continue contract performance (e.g support functions) may be asked to cease their work effort. This may result in a reduction to the contract.

e) It is understood and agreed between the Government and the Contractor that in the event contractor personnel wish to attend ONR organizational events, such as annual picnic, holiday party, etc., they must coordinate their work schedules with the COR and must obtain approval from their company's supervisor prior to the event. The Government is not responsible for reimbursing any expenses to the contractor for contractor personnel attending any ONR organizational event.

f) It is understood and agreed between the Government and the Contractor that in the event Government personnel are granted 59 minutes, Contractor personnel shall not be included in the Government's granting of 59 minutes.

g) In the event Contractor support personnel will be absent from the office for other reasons (e.g. sickness, training, vacation, etc.), these absences must be coordinated with the COR and their company's supervisor prior to their occurrence to the maximum extent practicable.

H 6 Hours of Operation

a) Individual contractor support employees shall work 8 hours per day, 40 hours per week, Monday through Friday, except for Federal holiday(s) or when the Government facility is closed due to local or national emergencies, administrative closings, or similar Government directed facility closings. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this SOW. When hiring personnel, the Contractor shall keep in mind that the stability and continuity of the workforce are essential.

b) The contractor personnel must have a work schedule with established arrival and departure times approved by the contractor's supervisor and the COR. Regularly scheduled arrival times may not begin before 07:00 or after 09:00. Regularly scheduled departure times may not be before 15:00 or after 17:30.

H 7 Telework

Telework is not authorized under this SOW.

H 8 Personally Identifiable Information (PII)

Under the performance of this contract, the contractor will have access to Personal Identifiable Information (PII). PII refers to information that can be used to distinguish or trace an individual's identity. This includes such items as (but not limited to) a person's name, social security number, home/work/cell telephone numbers, email addresses, bank account information, and/or biometric records. The Contractor must properly mark and protect PII that is collected, maintained, created, or disseminated. In addition, the contractor must complete the mandatory Information Assurance training including the Personally Identifiable Information (PII) module.

H 9 Special Requirements for Service Contracts

a) Inherently Governmental Functions – No inherently government functions as defined in FAR 2.101; and FAR 7.5 are to be performed by the contractor or contractor personnel performing under this contract. Contractor employees

shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

b) Non-Personal Services Contract – In accordance with FAR 37.101, this contract is a non-personal services contract. Contractor personnel rendering the services shall not be subject, either by the contract's terms or by the manner of its administration, to the continuous supervision and control of a Government officer or employee. The Contractor shall immediately notify the COR and the Contracting Officer if, through contract administration, the actions of a government employee will result in the performance of a personal services contract.

c) Identification of Contractor Personnel – In accordance with DFARS 211.106, contractor personnel shall never identify themselves as representing the Office of Naval Research (ONR), but rather shall identify themselves as being under contract to ONR. To that end, contractor personnel shall 1) identify themselves as contractor personnel at meetings by introducing themselves or being introduced as contractor personnel; 2) display distinguishing badges or other visible identification for meetings with Government personnel; 3) identify themselves as contractor employees in telephone conversations and in formal and informal (e.g. email, email signatures) written correspondence when using Government letterhead and fax cover sheets, and on business cards. Letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name but shall not include the Office of Naval Research logo or any related graphic; and 4) identify themselves as contractor personnel on office name plates and marking of office space.

H 10 Notification Concerning Determination of Small Business Size Status

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern 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 size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award.

H 11 Clauses (Applicable to all CLINS)

FAR SUBPART 22.12 NONDISPLACEMENT OF QUALIFIED WORKERS UNDER SERVICE CONTRACTS

H 11.1 Notification of Competition Limited to Eligible 8(a) Concerns.

FAR 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns. (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer-

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) "Agreement." A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The [insert name of SBA's contractor]]>] will notify the [] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

H 11.2 Section 8(a) Direct Award

DFARS 252.219-7009 Section 8(a) Direct Award. (SEP 2007)

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is: 8(a) Business Development Washington Metropolitan Area District Office, 409 3rd Street SW, 2nd Floor, Washington, D.C 20416

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that:

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

H 11.2.1 Alternate A.

DFARS 252.219-7010 ALTERNATE A. (JUN 1998)

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

SECTION I - Contract Clauses

I 1 Clauses Applicable To All CLINS

FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <https://www.acquisition.gov/>

(End of clause)

Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-2	Security Requirements. (AUG 1996)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)
FAR	52.204-13	System for Award Management Maintenance. (JUL 2013)
FAR	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)
FAR	52.215-15	Pension Adjustments and Asset Reversions. (OCT 2010)
FAR	52.215-17	Waiver of Facilities Capital Cost of Money. (OCT 1997)
FAR	52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions. (JUL 2005)
FAR	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010)
FAR	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate III (OCT 1997)
FAR	52.217-8	Option to Extend Services. (NOV 1999)
FAR	52.219-6	Notice of Total Small Business Set-Aside. (NOV 2011)
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2014)
FAR	52.219-14	Limitations on Subcontracting. (NOV 2011)
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)
FAR	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (APR 2015)
FAR	52.222-37	Employment Reports on Veterans. (OCT 2015)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
FAR	52.222-41	Service Contract Labor Standards. (MAY 2014)

Clause Database	Clause Number	Clause Title
FAR	52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts). (MAY 2014)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.222-55	Minimum Wages Under Executive Order 13658. (DEC 2014)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011)
FAR	52.223-6	Drug-Free Workplace. (MAY 2001)
FAR	52.223-10	Waste Reduction Program. (MAY 2011)
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)
FAR	52.223-19	Compliance with Environmental Management Systems. (MAY 2011)
FAR	52.224-1	Privacy Act Notification. (APR 1984)
FAR	52.224-2	Privacy Act. (APR 1984)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
FAR	52.227-3	Patent Indemnity. (APR 1984)
FAR	52.227-14	Rights in Data-General. (MAY 2014)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-18	Availability of Funds. (APR 1984)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-1	Disputes. (MAY 2014) - Alternate I (DEC 1991)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.244-6	Subcontracts for Commercial Items. (OCT 2015)
FAR	52.245-1	Government Property. (APR 2012)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)
DFARS	252.201-7000	Contracting Officer's Representative. (DEC 1991)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)
DFARS	252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)
DFARS	252.204-7000	Disclosure of information. (AUG 2013)
DFARS	252.204-7003	Control of Government Personnel Work Product. (APR 1992)
DFARS	252.204-7004	Alternate A, System for Award Management. (FEB 2014)
DFARS	252.204-7005	Oral Attestation of Security Responsibilities. (NOV 2001)
DFARS	252.204-7006	Billing Instructions. (OCT 2005)
DFARS	252.204-7015	Disclosure of Information to Litigation Support Contractors. (FEB 2014)
DFARS	252.205-7000	Provision of Information to Cooperative Agreement Holders. (DEC 1991)
DFARS	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (OCT 2015)
DFARS	252.211-7007	Reporting of Government-Furnished Property. (AUG 2012)
DFARS	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)
DFARS	252.223-7004	Drug-Free Work Force. (SEP 1988)
DFARS	252.225-7001	Buy American and Balance of Payments Program. (NOV 2014)
DFARS	252.225-7002	Qualifying Country Sources as Subcontractors. (DEC 2012)
DFARS	252.225-7048	Export-Controlled Items. (JUN 2013)
DFARS	252.226-7001	Utilization of Indian organizations, Indian-owned economic enterprises, and

Clause Database	Clause Number	Clause Title
		native Hawaiian small business concerns. (SEP 2004)
DFARS	252.227-7013	Rights in technical data-Noncommercial items. (FEB 2014)
DFARS	252.227-7016	Rights in bid or proposal information. (JAN 2011)
DFARS	252.227-7017	Identification and assertion of use, release, or disclosure restrictions. (JAN 2011)
DFARS	252.227-7028	Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)
DFARS	252.227-7030	Technical Data - Withholding of Payment. (MAR 2000)
DFARS	252.227-7037	Validation of restrictive markings on technical data. (JUN 2013)
DFARS	252.232-7010	Levies on Contract Payments. (DEC 2006)
DFARS	252.232-7013	Performance-Based Payments-Deliverable-Item Basis. (APR 2014)
DFARS	252.237-7010	Prohibition on interrogation of detainees by contractor personnel. (JUN 2013)
DFARS	252.239-7001	Information Assurance Contractor Training and Certification. (JAN 2008)
DFARS	252.242-7005	Contractor Business Systems. (FEB 2012)
DFARS	252.242-7006	Accounting System Administration. (FEB 2012)
DFARS	252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
DFARS	252.245-7002	Reporting Loss of Government Property. (APR 2012)
DFARS	252.245-7003	Contractor Property Management System Administration (APR 2012)
DFARS	252.245-7004	Reporting, Reutilization, and Disposal. (MAR 2015)
DFARS	252.246-7000	Material Inspection and Receiving Report. (MAR 2008)
DFARS	252.247-7023	Transportation of supplies by sea. (APR 2014)
DFARS	252.247-7024	Notification of Transportation of Supplies by Sea. (MAR 2000)

Clauses Included by Full Text

FAR 52.203-16 Preventing Personal Conflicts of Interest. (DEC 2011)

(a) Definitions. As used in this clause-

"Acquisition function closely associated with inherently governmental functions" means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

"Covered employee" means an individual who performs an acquisition function closely associated with inherently governmental functions and is-

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

"Non-public information" means any Government or third-party information that-

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

"Personal conflict of interest" means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not "impair the employee's ability to act impartially and in the best interest of the Government" is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are-

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from-

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) Requirements. The Contractor shall-

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by--

- (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:

(A) Financial interests of the covered employee, of close family members, or of other members of the covered employee's household.

(B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).

(C) Gifts, including travel; and

(ii) Requiring each covered employee to update the disclosure statement whenever the employee's personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee-

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation-

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include-

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) Mitigation or waiver. (1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for-

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall-

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) Subcontract flowdown. The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts-

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

(End of clause)

FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 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 60 months.

(End of clause)

FAR 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-36 Equal Opportunity for Workers with Disabilities. (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

FAR 52.222-42 Statement of Equivalent Rates for Federal Hires. (MAY 2014)

In compliance with the Service Contract Labor Standards statute 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

Employee Class (Occupation Code)	Monetary Wages/ Fringe Benefits(Health & Welfare)
Duplicating Machine Operator(01090)	\$14.21 / \$4.27
Driver/Courier (31043)	\$13.98/ \$4.27

Supply Room Clerk (01113)	\$18.74/ \$4.27
Engineering Technician (30084)	\$35.64/ \$4.27
Laborers (23470)	\$14.98/ \$4.27
Classified Document Control Clerk (01113)	\$18.74/ \$4.27
Security Specialist (01113)	\$18.74/ \$4.27
Mail Clerk (01141)	\$13.62/ \$4.27
Administrative Assistant (01020)	\$31.41 / \$4.27

(End of clause)

FAR 52.252-6 Authorized Deviations in Clauses. (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

DFAR Deviations 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-00001)(OCT 2015)

(a) Definitions. As used in this clause—

“Adequate security” means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

“Compromise” means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

“Contractor attributional/proprietary information” means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

“Contractor information system” means an information system belonging to, or operated by or for, the Contractor.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered contractor information system” means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

“Covered defense information” means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Government wide policies (e.g., privacy, proprietary business information).

“Cyber incident” means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

“Forensic analysis” means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

“Malicious software” means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

“Media” means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

“Operationally critical support” means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

“Rapid(ly) report(ing)” means within 72 hours of discovery of any cyber incident.

“Technical information” means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled

Unclassified Information in Nonfederal Information Systems and Organizations,” (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts”, which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor

reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor’s ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor’s network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor’s ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see

<http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) Malicious software. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government’s use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor’s responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

I 2 Clauses Applicable to Firm Fixed Priced CLINS

Clauses Included by Reference

Clause Database	Clause Number	Clause Title
FAR	52.211-11	Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)
FAR	52.214-26	Audit and Records - Sealed Bidding. (OCT 2010)
FAR	52.214-27	Price Reduction for Defective Certified Cost or Pricing Data - Modifications - Sealed Bidding. (AUG 2011)
FAR	52.214-28	Subcontractor Certified Cost or Pricing Data - Modifications - Sealed Bidding. (OCT 2010)
FAR	52.214-29	Order of Precedence - Sealed Bidding. (JAN 1986)
FAR	52.227-1	Authorization and Consent. (DEC 2007)
FAR	52.228-5	Insurance - Work on a Government Installation. (JAN 1997)
FAR	52.229-3	Federal, State, and Local Taxes. (FEB 2013)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-8	Discounts for Prompt Payment. (FEB 2002)
FAR	52.232-11	Extras. (APR 1984)
FAR	52.232-16	Progress Payments. (APR 2012) - Alternate I (MAR 2000)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate I (APR 1984)
FAR	52.249-2	Termination for Convenience of the Government (Fixed-Price). (APR 2012)
FAR	52.249-4	Termination for Convenience of the Government (Services) (Short Form). (APR 1984)
FAR	52.249-8	Default (Fixed-Price Supply and Service). (APR 1984)

Clauses Included by Full Text

FAR 52.232-32 Performance-Based Payments. (APR 2012)

(a) *Amount of payments and limitations on payments.* Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) *Contractor request for performance-based payment.* The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) *Approval and payment of requests.* (1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the

successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) *Liquidation of performance-based payments.* (1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) *Reduction or suspension of performance-based payments.* The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's-

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) *Title.* (1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

- (ii) Special tooling and special test equipment to which the Government is to acquire title;
- (iii) Nondurable (*i.e.*, noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and
- (iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (*e.g.*, the termination clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

- (i) Delivered to, and accepted by, the Government under this contract; or
- (ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) *Risk of loss.* Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) *Records and controls.* The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) *Reports and Government access.* The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) *Special terms regarding default.* If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) *Reservation of rights.* (1) No payment or vesting of title under this clause shall -

- (i) Excuse the Contractor from performance of obligations under this contract; or
- (ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause-

- (i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and
- (ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) *Content of Contractor's request for performance-based payment.* The Contractor's request for performance-based payment shall contain the following:

- (1) The name and address of the Contractor;
- (2) The date of the request for performance-based payment;
- (3) The contract number and/or other identifier of the contract or order under which the request is made;
- (4) Such information and documentation as is required by the contract's description of the basis for payment; and
- (5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) *Content of Contractor's certification.* As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that-

- (1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;
- (2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;
- (3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;
- (4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

I 3 Clauses Applicable to Cost Reimbursement CLINS

Clauses Incorporated by Reference

Clause Database	Clause Number	Clause Title
FAR	52.215-23	Limitations on Pass-Through Charges. (OCT 2009)
FAR	52.215-23	Limitations on Pass-Through Charges. (OCT 2009) -- Alternate I (OCT 2009)
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)
FAR	52.216-11	Cost Contract - No Fee. (APR 1984)
FAR	52.222-2	Payment for Overtime Premiums. (JUL 1990)
FAR	52.228-7	Insurance - Liability to Third Persons. (MAR 1996)
FAR	52.232-20	Limitation of Cost. (APR 1984)
FAR	52.232-22	Limitation of Funds. (APR 1984)
FAR	52.232-25	Prompt payment. (JUL 2013)
FAR	52.232-25	Prompt payment. (JUL 2013) - Alternate I (FEB 2002)
FAR	52.233-3	Protest after Award. (AUG 1996) - Alternate I (JUN 1985)
FAR	52.242-1	Notice of Intent to Disallow Costs. (APR 1984)
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)
FAR	52.242-4	Certification of Final Indirect Costs. (JAN 1997)
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987)
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)
FAR	52.244-2	Subcontracts. (OCT 2010)
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004)
FAR	52.249-14	Excusable Delays. (APR 1984)
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)

SECTION J - List of Documents, Exhibits and Other Attachments

J 1 List of Attachments, Exhibits, and Enclosures

Number	Title	Number of Pages
01	Quality Assurance Surveillance Plan (QASP)	9
02	Department of Defense Contract Security Classification DD254	3
03	COR Appointment Letter Draft	4
04	Contract Data Requirements List (CDRL)	4
05	Wage Determination	10
06	Government Furnished Property Forms	2
07	Check In – Contractors (CTR)	2
08	Check Out – Contractors (CTR)	1
09	NonDisclosure Agreement	3
10	Summary of Personnel Qualifications	1
11	Cost Proposal Spreadsheet	11
12	Past Performance Information	3
13	Past Performance Questionnaire	2

Note: Attachments 10-13 are for proposal submission purposes only and will not be incorporated into the resultant contract.

SECTION K - Representations, Certifications, and Other Statements of Bidders

K 1 Clauses

FAR 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. (SEP 2007)

FAR 52.204-17 Ownership or Control of Offeror. (NOV 2014)

FAR 52.204-19 Incorporation by Reference of Representations and Certifications. (DEC 2014)

FAR 52.209-2 Prohibition on Contracting With Inverted Domestic Corporations-Representation. (NOV 2015)

FAR 52.225-25 Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. (OCT 2015)

FAR 52.203-2 Certificate of Independent Price Determination. (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

(i) Those prices;

(ii) The intention to submit an offer, or

(iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or

(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) above [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]]>];

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

FAR 52.204-8 Annual Representations and Certifications. (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is .

(2) The small business size standard is .

(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 provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (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 SAM 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 provision at 52.204-7, System for Award Management.

(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.

(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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American-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 \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 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 Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

(Contracting Officer check as appropriate.)

(i) 52.204-17, Ownership or Control of Offeror.

(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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM 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 No.[]

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 SAM.

(End of provision)

FAR 52.209-5 Certification Regarding Responsibility Matters. (OCT 2015)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are [] are not [] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [] have not [], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are [] are not [] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision; and

(D) Have [], have not [], within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has [] has not [], within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) *Principal*, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(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 proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

"Federal contracts and grants with total value greater than \$10,000,000" means-

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

FAR 52.219-1 Small Business Program Representations. (OCT 2014)

(a) *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 (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is - [].

(2) The small business size standard is [].

(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.

(c) *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 (c)(1) of this provision.)* The offeror represents 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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(6) of this provision.)* The offeror represents as part of its offer that it 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 (c)(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 (c)(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.

(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)

FAR 52.219-1 Small Business Program Representations. (OCT 2014) - Alternate I (SEP 2015)

(a) *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 (b) of this provision.

Small disadvantaged business concern, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that-

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by-

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States, and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13 CFR 124.106) by individuals who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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.

(b)(1) The North American Industry Classification System (NAICS) code for this acquisition is - [insert NAICS code].

(2) The small business size standard is [insert size standard].

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

(c) *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 (c)(1) of this provision.)* The offeror represents 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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(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 (c)(6) of this provision.)* The offeror represents as part of its offer that it [] 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 (c)(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 (c)(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.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (c)(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, 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.

(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)

FAR 52.219-2 Equal Low Bids. (OCT 1995)

(a) This provision applies to small business concerns only.

(b) The bidder's status as a labor surplus area (LSA) concern may affect entitlement to award in case of tie bids. If the bidder wishes to be considered for this priority, the bidder must identify, in the following space, the LSA in which the costs to be incurred on account of manufacturing or production (by the bidder or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(c) Failure to identify the labor surplus areas as specified in paragraph (b) of this provision will preclude the bidder from receiving priority consideration. If the bidder is awarded a contract as a result of receiving priority consideration under this provision and would not have otherwise received award, the bidder shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

(End of provision)

FAR 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that-

(a) It has, has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;

(b) It has, has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

FAR 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that-

(a) It has developed and has on file, has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Bidders

L 1 Exceptions or Conditions Contained in Offeror's Proposal

In the event the offeror takes any exception to, or sets any conditions for its proposal under this solicitation, such exceptions or conditions shall be set forth in a cover letter to offeror's proposal.

L 2 Eligibility

This solicitation is reserved for only Section 8(a) Small Business concerns.

L 3 Introduction

Proposals must be submitted no later than date, time and format specified in this solicitation. Proposals shall be sufficiently detailed to enable the Government to perform an accurate and complete evaluation strictly from the proposal contents. However, in the area of Past Performance the Government may use data obtained from other sources. The offeror's proposal shall consist of four volumes. The volumes are I – Solicitation, Legal Offer Letter, Offer and Award Document (SF33) and Quality Control Plan; II – Technical Capability to include Staffing Plan and Management Plan; III – Past Performance; and IV – Price/Cost. Files shall not contain any classified data. The use of hyperlinks in proposals is prohibited. Offerors shall indicate in their proposal the validity of proposal for at least 120 days from the closing date of solicitation N00014-16-R-0014.

L 4 Proposal Format

In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if an evaluator prints the proposal, the proposal meets the following format requirements:

Microsoft Office Professional 2007 or later shall be used to create the files. All graphics shall be compatible with MS PowerPoint 2007. All information pertaining to a particular file shall be confined to that file. The titles for each file, along with the references are shown below. Each file shall contain the applicable proposal information in the referenced paragraph. All proposal submissions shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header and/or footer. A Table of Contents shall be created. MS Word (.doc) files shall use the following page setup parameters:

- a. 8.5 x 11 inch paper
- b. Single spaced typed lines
- c. Each paragraph shall be separated by at least one blank line
- d. Photographs, pictures and hyperlinks are not permitted
- e. Corporate logos are prohibited with the exception of the Title Page
- f. Page numbers, headers and footers may be within the page margins ONLY, and are not bound by font requirements
- g. 1 inch margins (top, bottom, left, right)
- h. 12-point Times New Roman Font in text (10 point Times New Roman Font in tables is permitted)
- i. Table, diagrams and organization charts are permitted if they succinctly demonstrate your point (landscape orientation is permitted)
- j. No ZIP Files
- k. All file names shall include the Prime or Subcontractors Name and Title of document

Pages that exceed the margin, font or total page limit will not be evaluated. Page count will NOT be based upon the numbers of pages printed but rather dictated by the number of pages in a print layout view in the application based upon the above-prescribed document setting. Counting pages in the order they appear for viewing will make up the page count.

L 4.1 File Packaging

Proposals shall be limited to four (4) volumes and delivered on DVDs per volume as referenced in Table 1 below, with hard copies, bound and delivered as follows:

Table

Proposal Volume	Volume Contents	Page Limitation	Required # of Hard Copies and DVDs
I	Solicitation, Legal Offer Letter, Offer and Award Document (SF33) and Quality	Unlimited	Original +1 (+1 DVD)

	Control Plan		
II	Technical Capability (Staffing Plan and Management Plan)	40	Original +1(+4 DVDs)
III	Past Performance	Unlimited	Original +1(+4 DVDs)
IV	Price/Cost	Unlimited	Original +1(+1 DVD)

Note: Cover sheets, Table of Contents, Tab Labels and Dividers are not included in the total page count.

a) Page Count. Those pages that exceed the page counts in Table 1 for each volume or attachment shall not be evaluated. Proposals shall be limited in the number of pages specified in Table 1 above. Pages will be counted in the order they appear for viewing.

b) Content Requirements. All information shall be confined to the appropriate file. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. Offerors are responsible for including sufficient details, in a concise manner, to permit a complete and accurate evaluation of each proposal. Each file of the proposal shall consist of a Table of Contents and Summary Section. The Summary Section shall contain a brief abstract of the file. The Government may consider any failure on the part of an offeror to comply with these instructions to be indicative of the type of conduct it can expect during contract performance. Proprietary information shall be clearly marked.

c) Proposals shall include two (2) (original and one copy) of separately bound hard copies of Volumes I, II, III and IV. Proposals shall also include ten (1) Digital Versatile Discs (DVDs), one (1) containing Volume I only, four (4) containing Volume II, four (4) containing Volume III, and one (1) containing Volume IV only. The DVDs must be clearly labeled with the solicitation number, volume numbers, and the offeror's name. Digital copies for Volumes I, II, and III shall be submitted as "read only" (PDF) documents or Microsoft Office Professional 2007 Suite (Word) documents. Digital copies for Volume IV shall be submitted as a Microsoft Office Professional Suite Excel spreadsheet (Attachment #10). All formulas shall remain in the spreadsheet so as to allow for Government evaluation of price. For example, the Government should be able to change a cell containing a specific labor rate for an individual and have the change flow through the spreadsheet automatically. However, offerors may revise the formulas to accurately reflect their proposed accounting practices. If there are discrepancies between the electronic version (DVD) and the hard copy, the hard copy shall take precedence and shall be considered binding.

Offerors are responsible for submitting responses to the Government office designated below by the time specified in this solicitation. In order to conform with this solicitation the offeror shall submit their responses along with supporting documents as required by 12:00 pm Eastern Daylight Savings Time on January 4, 2016 to Ms. Tracie Simmons. Any response received after the date/time specified for receipt of offers will be considered "late". It is the responsibility of the offeror to ensure that your response is received in a timely manner.

Proposals must be submitted via one of the following two methods:

1) Hand Delivery: The proposals may be hand delivered to the address below. Offerors must notify the Government via e-mail to Ms. Tracie Simmons at tracie.simmons@navy.mil or by telephone at 703-696-7827 to coordinate the hand delivery and receipt of proposal.

2) FedEx/UPS: The proposals may be sent via FedEx or UPS to the address below.

Note: The use of United States Postal Service (USPS) for the submission of proposal is NOT recommended as it may significantly delay the receipt of proposal by the Government for evaluation.

ATTN: Ms. Tracie Simmons
Office of Naval Research
One Liberty Center
875 N. Randolph Street

Room: W1261
Arlington, VA 22203
Email: tracie.simmons@navy.mil
Phone: 703-696-7827

d) Questions. Any questions regarding this solicitation must be submitted in writing via email to tracie.simmons@navy.mil with the solicitation number referenced in the subject line. Telephonic inquires will not be accepted. In order to allow sufficient time to answer questions, questions must be submitted no later than 6 JAN 2016 at 12:00 pm Eastern Daylight Savings Time. Questions submitted after this date will not be answered and the due date for submission of proposals may not be extended based on the questions submitted. Offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle. Answers to the solicitation questions will be posted on Federal Business Opportunities (FedBizOps) web site at <http://www.fbo.gov> as an amendment to this solicitation.

e) The proposal shall contain the solicitation number, narrative and other data sufficient to describe the associated element of the proposal. Offerors must comply with the detailed instructions for the format and content of the proposal. An offeror's failure to furnish the necessary information and failure to comply with the detailed instructions for the format and content of the proposal may be considered nonresponsive and may render the offeror ineligible for award. A proposal received after the solicitation closing date and time shall be rejected.

f) The offeror's proposal will be the primary basis on which the Government will determine the capability of the offeror's to perform this requirement. It shall be specific, complete, thorough, clear and concise, and must address each task in the solicitation and each factor in Section M. The Offeror's proposal shall be presented in separate volumes so that all information associated for each factor (Solicitation, Legal Offer Letter, Offer and Award Document (SF33), Technical, Past Performance, and Price) is easily distinguishable. Information contained in a volume that belongs in another volume will not be evaluated. The Government will not evaluate information of a general nature that is not relevant to the topic being evaluated.

g) The proposal shall not merely offer to comply with the Government's requirements by simply restating them, but shall specifically describe the means of accomplishment. The proposal in its entirety should be specific, detailed, and complete in order to demonstrate that the offeror has a thorough understanding of the solicitation requirements. Statements such as "the offeror understands, can or will comply with the requirements", statements that paraphrase the statement of work (SOW) or ambiguous phrases such as "standard procedures will be employed" or "well known techniques will be used" will be considered unacceptable. Additionally, providing examples of past performance as a response to a task, while helpful, does not indicate an offeror's approach to performing a task.

L 5 Proposal Content

L 5.1 Volume I – Solicitation, Legal Offer Letter, Offer and Award Document (SF33) and Quality Control Plan

a. Legal Offer Letter: The legal offer shall indicate the offeror's unconditional agreement to the terms and conditions in this solicitation. It shall state proposal validity through 120 days and shall acknowledge and accept the terms and conditions reflected in any amendments to the solicitation. An authorized official of the company shall sign the offer letter.

b. Each offeror shall complete (fill-ins and signatures) the solicitation sections indicated below using the file (without modification to the file) provided with the solicitation. An authorized official of the company shall sign the SF 33 and all certifications requiring original signature. The Government will also check the contractors Representations and Certifications located in the System for Award Management (SAM) prior to award. An Acrobat PDF file shall be created to capture the signatures for submission.

- (1) Standard Form 33 (SF33) – Solicitation, Offer and Award
- (2) Quality Control Plan – Draft in accordance with SOW Section C, Paragraph 4.0, Sub-Paragraph 4.6.

L 5.2 Volume II – Technical Capability (Staffing Plan and Management Plan)

Offerors shall demonstrate an understanding of the technical requirements and risk in implementing those requirements. This will include the Offeror's plans to meet all technical requirements, and the thoroughness in

which the proposal addresses each technical requirement. The proposal shall address “Contractor Qualifications and Experience,” “Staffing Plan,” and “Management Plan” in sufficient detail to permit evaluation in accordance with Section M. Volume II shall cover all contract years. **It is imperative that you fully describe how you will meet the sub-factor requirements. Do not simply copy and paste, rephrase or restate SOW language for the technical volume.** The successful offeror’s Staffing Plan and Management Plan shall be incorporated into the contract by reference. Volume II shall discuss the following:

1. The overall technical requirements and proposed implementation for satisfying the technical requirements contained within the SOW.

2. Contractor Qualifications and Experience: Provide at least two (2) recent (performed within the last three (3) years) examples of contractor qualifications and experience (corporate experience) similar in magnitude and complexity to the work described in the SOW. Describe the work performed and how it relates to your ability to provide the services as stated in the SOW. Failure to clearly articulate how the corporate experience examples correlate to the work to be done in the SOW may result in an unfavorable evaluation. For each example, include the contract number; the name of the contracting officer; contracting officer’s representative (COR) or commercial point of contact (POC) and his or her telephone number and e-mail address; the dollar amount of the contract; period of performance of each example and contract tier (i.e. prime or sub).

The description of each example of corporate experience shall not exceed one page for each example. This section is limited to two (2) pages.

3. Personnel Qualifications and Experience: The offeror shall describe its proposed team. In addition, offerors shall detail how the proposed individual meets the “required” education, experience and security requirements identified for that labor category in accordance with Section C, Paragraph 3.2. Offerors shall complete Attachment Number 9 to summarize personnel qualifications including a list of proposed personnel, the labor category the individual will fall under, the number of hours proposed for each person, as well as the employers name (Employed by the Prime or Subcontractor).

The offeror shall provide resumes for each individual proposed in the base year. A resume for the supplemental labor support positions are not required and will not be evaluated for this source selection. No more than ten (10) resumes will be evaluated for this source selection, one for each labor category identified in Section C, Paragraph 2.0. Resumes are considered a material part of the proposal. Resumes of any personnel not currently employed by the offeror or their subcontractor must contain a statement signed by the individual that use of their resume for this solicitation is authorized. In addition, the offeror must provide signed letters of intent for all individuals not currently employed with them. Letter of intent submitted with the technical proposal shall have all cost data redacted.

Each resume shall not exceed two (2) pages for each individual proposed. Resumes shall not exceed twenty (20) pages.

4. Staffing Plan: The offeror shall include a staffing plan which explains how the contract will be staffed. The offeror’s staffing plan shall discuss the following:

a. The Plan must contain the following information: labor category; tie-back to tasks in SOW; name of contractor employee; and how the prime contractor will verify the experience and education of the contractor employee for verification that the employee meets the personnel qualifications specified in Section C, Paragraphs 3.1 and 3.2 of the SOW. The offeror shall also address which labor categories shall be filled by subcontractor or its own employees. The offeror shall also address plans in the event of prime and/or subcontractor withdrawals or addition of resources required, and staffing updates, throughout the period of performance.

b. A strategy to fill vacancies in a timely manner and average time to fill a position, strategy to retain full staffing and incentives used to hire and retain personnel (Secret Clearance for some labor categories).

c. A strategy on how the offeror plans to quickly adapt to changing mission requirements, priorities and workloads without affecting the ongoing work.

The staffing plan shall not exceed ten (10) pages.

5. Management Plan: The offeror's management plan shall discuss the following:

a. Effective risk mitigation to include identifying potential risks associated with this requirement and associated, mitigation strategies; cost and schedule monitoring; and proven processes established to correct any issues that arise.

b. Proposed lines of responsibility, and communication through which this requirement will be managed. The offeror shall propose policies and procedures for managing, directing the effort for productivity, quality, cost control, and early identification and resolution of problems.

c. Proposed approach for delivering high quality logistic support services as defined in the SOW, to include describing the optimal allocation of resources to meet all performance requirements defined in the SOW.

d. Address the period of transition from the current contract as well as operations under the new contract.

The management plan shall not exceed eight (8) pages

The Technical volume shall be organized as follows:

TAB 1: Introduction and Technical Capability Response

TAB 2: Contractor Qualifications and Experience

TAB 3: Personnel Qualifications and Experience

TAB 4: Staffing Plan (Offerors shall identify the Point of Contact in this section.)

TAB 5: Management Plan

L 5.3 Volume III – Past Performance

Offerors shall provide information relative to previous work for the same or similar services provided for all past and on-going work in Government and Non-Government contracts for Corporate Logistics Support Services.

Offerors must complete Attachment Number 11 to detail and summarize the past performance information requested in this subsection. Offerors shall provide at least three (3) relevant past performance examples of contract efforts performed with similar size, scope, and complexity. Past performance examples must have been performed within the past three years. Relevant past performance is defined as efforts performed in the past three years that directly track to the functional areas of the SOW for this effort. Data concerning the prime offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. A major subcontractor is defined as one who is performing at least \$1M worth of the total proposed cost, excluding ODCs. Past performance information from subcontractors will not be considered unless the subcontractor is performing at least \$1M worth of the total proposed cost, excluding ODC's. Subcontractor past performance can only replace one (1) past performance example for the prime. The prime contractor is still required to provide at least two (2) past performance examples.

For each contract example identified, the offeror shall provide at least two of the following points of contacts: Program Manager, Contracting Officer or Contracting Officer Representative. The offeror shall provide phone number and email address for each point of contact identified.

For each of the contract efforts identified, provide the following narrative information:

(a) Description of the contract/task order work statement and effort performed.

(b) Discussion of how the scope for the contract/task order relates to the solicited effort in scope and complexity.

(c) Show the relation of the work experience described in the three (3) contract efforts to the corresponding SOW task.

(d) Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.

Offerors shall request customer POC's associated with each of the contracts they identified to complete past performance questionnaires on their behalf. The questionnaire included in Section J (Attachment Number 12) of this

solicitation is provided for the offeror or its subcontractor to submit to their clients for each contract effort identified in the offerors proposal for Past Performance. **Completed Past Performance Questionnaires shall be e-mailed directly from the client (POC/COR) to Ms. Tracie Simmons at tracie.simmons@navy.mil on or prior to the closing date of this solicitation.** Questionnaires received after the due date of full proposals will not be considered. A completed Attachment Number 12 is not required for identified contracts if annual ratings are available for that effort on CPARS. Offerors must clearly annotate annual rating are available on CPARS in both the technical and price volumes.

If the offeror does not have three (3) recent and relevant contract efforts, from which it can request past performance questionnaires be completed, the offeror shall make such a statement in this section of the proposal.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS), including Contractor Performance Assessment Reporting System (CPARS), using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete past performance information rests with the Offeror.

L 5.4 Volume IV – Price

Note: All documents submitted with the price volume shall contain the attachment number and the prime or subcontractors name.

a. Cost Summary: Section B fill-ins shall be completed by offeror. Offerors shall bid the Not-to-Exceed amount established in Section G, Paragraph 18.1, for the Other Direct Cost CLINs. These Not to Exceed costs include G&A without fee and offerors shall not bid any higher than the amounts established in Section G, Paragraph 18.1. The Section B fill-ins shall match the amounts proposed in Attachment Number 10 or the price volume may be evaluated as unacceptable.

b. Offerors shall complete Attachment Number 10: Cost Proposal Spreadsheet which itemizes all proposed costs, including each labor category with associated hours, hourly rate, fringe benefits, labor overhead, consultants, subcontractors, subcontractor pass through costs, G&A, cost of money, fixed fee and any other associated indirect costs. The cost proposal spreadsheet shall provide a separate worksheet for each of the five (5) years of contract performance and an overall tab on the spreadsheet for the entire effort. ODCs shall not be included in the individual year spreadsheets, but shall be included in the overall cost spreadsheet for total price. All formulas shall remain in the spreadsheet so as to allow for Government evaluation of price. For example, the Government should be able to change a cell containing a specific labor rate for an individual and have the change flow through the spreadsheet automatically. However, offerors may revise the formulas to accurately reflect their proposed accounting practices. Any proposal that does not contain subcontractor cost information (if applicable) may be considered incomplete and non-responsive.

c. Prime Offerors must include a brief narrative in their cost volume stating the contract type for each subcontractor and the business reason supporting any difference from the prime contract type. Each subcontractor shall be addressed separately in the proposal and detailed cost information shall be provided in the same format as required for the prime contractor. Subcontractors shall submit their own Attachment Number 10 that summarizes their portion of the cost proposed. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals. Failure to provide the required subcontracting data may render the prime's proposal ineligible for award. This solicitation is reserved for only Section 8(a) Small Business concerns. Prime offerors are responsible for certifying that 51% of the cost of the contract performance is performed by the prime offerors employees, excluding ODCs. Prime offerors must demonstrate in the price volume how this will be accomplished.

d. Offerors and their subcontractors shall provide DCMA/DCAA Forward Pricing Rate Agreements/Recommendations or provisional billing rates. Offerors and their subcontractors shall also provide a

current up-to date direct point of contact (Name, Phone Number and E-mail Address) at DCMA who is familiar with their company.

e. Offerors shall provide evidence of an approved accounting system to be authorized cost reimbursement ODC CLINs and fixed price progress payments. In accordance with FAR 16.301-3(a), a cost reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. In accordance with FAR 52.232-13, Notice of Progress Payments (APR 1984), the clause shall be inoperative during any time the contractor's accounting system and controls are determined by the Government to be inadequate for segregation and accumulation of contract costs. This accounting system requirement will be reviewed by the Government to determine if an offerors proposal is responsive to the requirement. Any proposal that does not contain evidence of an approved accounting system shall be considered incomplete and non-responsive and will not be considered for award.

f. Direct Rate Substantiating Documentation: Offerors, to include subcontractors are required to provide a screen shot of the employer's payroll system for each individual being proposed as direct labor. If offerors do not currently employ the individual proposed, a signed letter of intent demonstrating the agreed upon hourly rate for that proposed individual is required. The Offeror should fully explain the pertinent information on a screen shot sample. Based on the explanation provided, the Government should be able to calculate the proposed hourly rate.

g. Offerors, to include subcontractors must identify and justify the proposed escalation used in the option periods of this proposal. If no escalation is proposed for the option periods, offerors, to include subcontractors must provide their rationale.

h. Limitations on providing support services (organization conflict of interest). The offeror shall include a section in its cost volume that addresses any known OCI issues. The offeror shall warrant that to the best of its knowledge and belief it does not have an organizational conflict of interest as defined in the Office of Naval Research "Statement of Policy on OCI" or, if a potential OCI exists, it shall provide all facts relevant to the existence or potential existence of Organizational Conflicts of Interest (OCI). Information regarding ONR's Statement of Policy on OCI can be found at <http://www.onr.navy.mil/en/About-ONR/compliance-protections/Organizational-Conflicts-Interest.aspx>. The ONR policy includes the ONR position that avoidance and neutralization of any potential OCIs are preferable to mitigation.

The warranty or disclosure shall address the following:

1. Disclose any Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. Identify the Government Technical Point of Contact(s) and identify the prime contract number(s).
 2. For potential conflicts of interest, the Offeror's plan to effectively resolve identified conflicts in accordance with ONR's Statement of Policy Regarding OCI. "Contractor", as used in this clause includes any affiliate, subcontractor, consultant, or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. If the offeror is not conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract and otherwise believes that no organizational conflict of interest exists, the offeror shall make that statement.
- i. Offerors shall comply with the ONR Tripwire requirement which establishes a higher level review for all fully burdened rates over \$155 an hour. If an offeror proposes a fully burdened rate greater than this during the performance of this contract (base and options), they shall provide a justification for this rate in their proposal submission.
- j. Past Performance: Offerors shall document that CPARS annual ratings are available for the past performance examples provided or shall have customers fill out Attachment Number 12 Past Performance Questionnaires for all examples provided and shall provide them to the point of contact for this solicitation on or before the date/time identified in Section L7 below.
- k. Offerors are cautioned that it is the Government's intent to make award selections without discussions. Therefore, offeror's initial proposal should contain the offeror's best terms from a technical, past performance and

price standpoint. In the event discussions are conducted; a competitive range will be established in accordance with FAR 15.306(c)(1), and discussions will be held in accordance with FAR 15.306(d).

L 6 Basis of Award

This acquisition is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR) 15.101-2, Lowest Price Technically Acceptable Source Selection Process. The Government intends to award a single contract resulting from this solicitation to the offeror whose proposal conforms to the solicitation and offers the lowest evaluated price that meets or exceeds the acceptability standards for non-cost factors. Lowest Price is determined by the lowest evaluated price.

L 7 Proposal Submission

The due date for submission of proposals for this solicitation is 12:00 PM Eastern Daylight Savings Time, 20 JAN 2016.

L 8 Anticipated Date of Award

The anticipated date of award is on or before March 23, 2016.

L 9 Solicitation Amendments

It is the Offeror's responsibility to regularly check Federal Business Opportunities (FedBizOps) web site at <http://www.fbo.gov> for any postings of solicitations, amendments, and questions and answers for this solicitation. Offerors shall acknowledge all amendments to the solicitation in their final proposal. Any unacknowledged amendments in the offerors proposal will be considered incomplete.

L 10 Point of Contact

The Primary Point of Contact for this solicitation is Ms. Tracie L. Simmons, Senior Contracting Specialist, ONR 254, e-mail: tracie.simmons@navy.mil.

L 11 Clauses

FAR 52.204-7 System for Award Management. (JUL 2013)

FAR 52.204-16 Commercial and Government Entity Code Reporting. (JUL 2015)

FAR 52.204-18 Commercial and Government Entity Code Maintenance. (JUL 2015)

FAR 52.207-1 Notice of Standard Competition. (MAY 2006)

FAR 52.214-3 Amendments to Invitations for Bids. (DEC 1989)

FAR 52.214-4 False Statements in Bids. (APR 1984)

FAR 52.214-5 Submission of Bids. (MAR 1997)

FAR 52.214-6 Explanation to Prospective Bidders. (APR 1984)

FAR 52.214-7 Late Submissions, Modifications, and Withdrawals of Bids. (NOV 1999)

FAR 52.214-10 Contract Award - Sealed Bidding. (JUL 1990)

FAR 52.214-12 Preparation of Bids. (APR 1984)

FAR 52.214-34 Submission of Offers in the English Language. (APR 1991)

FAR 52.214-35 Submission of Offers in U.S. Currency. (APR 1991)

FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004)

FAR 52.215-1 Instructions to Offerors - Competitive Acquisition. (JAN 2004) - Alternate I (OCT 1997)

FAR 52.215-16 Facilities Capital Cost of Money. (JUN 2003)

FAR 52.215-22 Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)

FAR 52.232-13 Notice of Progress Payments. (APR 1984)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010)

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory

format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(End of provision)

FAR 52.215-20 Requirements for Certified Cost or Pricing Data or Data Other Than Cost or Pricing Data. (OCT 2010) - Alternate III (OCT 1997)

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit certified cost or pricing data, data other than certified cost or pricing data, and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory

format to be used in this contract, unless the Contracting Officer and the Contractor agree to a different format and change this clause to use Alternate I.

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

(c) Submit the cost portion of the proposal via the following electronic media: See Section L

(End of provision)

FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Firm Fixed Price / Cost Reimbursement contract resulting from this solicitation.

(End of provision)

FAR 52.233-2 Service of Protest. (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from contracting officer name and email.

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

(End of provision)

FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es): <http://farsite.hill.af.mil/vffar1.htm>

(End of provision)

FAR 52.252-5 Authorized Deviations in Provisions. (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of provision)

SECTION M - Evaluation Criteria

M 1 Basis for Award

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

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

This acquisition is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR) 15.101-2, Lowest Price Technically Acceptable Source Selection Process. The Government intends to award a single contract resulting from this solicitation to the offeror whose proposal conforms to the solicitation and offers the lowest evaluated price that meets or exceeds the acceptability standards for non-cost factors. Lowest price is determined by the lowest evaluated price.

The Government reserves the right to hold discussions or to award based upon initial offers. Therefore, offeror's initial proposals should contain the offeror's best terms from a technical, past performance, and price standpoint. In the event discussions are conducted; a competitive range will be established in accordance with FAR 15.306(c)(1), and discussions will be held in accordance with FAR 15.306(d).

Evaluation of an offeror's proposal will be based on the information presented in the written proposal along with any input obtained from outside sources relevant to past performance only. The Government will evaluate all proposals for compliance with the terms, conditions, and requirements set forth in the solicitation. Failure to address each of the areas identified in Section L will impact resulting evaluation ratings. If a rating of unacceptable is received for any evaluation factor, the Government reserves the right not to evaluate the cost for that proposal and will eliminate that proposal from consideration.

M 2 Evaluation Factors and Sub-Factors To Be Evaluated

The factors and sub-factors below will be used in evaluation and selection of offers for award:

Factor 1 – Technical Capability

Sub-factor 1.1 – Contractor Qualifications and Experience

Sub-factor 1.2 – Personnel Qualifications and Experience

Sub-factor 1.3 – Staffing Plan

Sub-factor 1.4 – Management Plan

Factor 2 – Past Performance

Factor 3 – Price

M 2.1 Factor 1 – Technical Capability

The proposal will be evaluated to determine whether the offeror's proposed solution satisfies the requirements specified in the solicitation and the SOW. Factor 1 has four (4) sub-factors: (1.1) Contractor Qualifications and Experience, (1.2) Personnel Qualifications and Experience, (1.3) Staffing Plan and (1.4) Management Plan, which will be rated separately. An unacceptable for a single sub-factor will render the entire proposal unacceptable and ineligible for award.

The evaluation process will consider the following:

a. Sub-factor 1.1: Contractor Qualifications and Experience. The Government is seeking to determine whether the offeror has experience that will enhance its technical capability to perform and execute the requirements of the solicitation by considering the degree of relevance of the contractor's or subcontractor's experience to the work listed in the SOW. The Government will assess the relevance and breadth of the offeror's experience in efforts that are of the same size, complexity and scope as those required to complete the requirements of this solicitation. Evaluation of this factor will assess the offeror's knowledge, experience, technical and project managerial proficiency in the following area: Corporate Logistics Support. The evaluation will also assess the degree to which the offeror's experience is relevant to the requirements of the solicitation on the basis of similarity in size, complexity and scope, and is limited to recent experience (within the last 3 years).

b. Sub-factor 1.2: Personnel Qualifications and Experience. The Government will evaluate personnel resumes against the personnel qualifications defined in Section C, Paragraph 4.2 of this solicitation. The solicitation requirements for personnel are worded with "required". Offerors shall meet the criteria "required" in order to be rated acceptable. Offerors are required to provide a signed letter of intent for all personnel not currently employed by the prime offeror or their subcontractor. An unacceptable rating will be given if a resume does not include a signed letter of intent (if applicable).

c. Sub-factor 1.3: Staffing Plan. The extent to which the offeror's proposed usage of labor categories which will be employed to execute the efforts identified in the solicitation and SOW, including any categories which shall be filled

by a subcontractor. The Government will consider offeror's strategy to maintain full staffing, incentives to hire and retain personnel, how the contractor intends to validate contract employee education and experience to meet the minimum requirements in the SOW, and how the offeror plans to quickly adapt to changing mission requirements, priorities and workloads without affecting the ongoing work.

d. Sub-factor 1.4: Management Plan. The extent to which the offeror's management plan details the proposed lines of responsibility, and communication through which this requirement will be managed and the offeror's proposed policies, procedures for managing, directing the effort for productivity, quality, cost control, and early identification and resolution of problems demonstrates a sound and feasible approach for management of the tasks and requirements identified in the solicitation and SOW.

M 2.2 Factor 2 – Past Performance

The Government will evaluate past performance based on Government and Non-Government contracts or subcontracts relative to previous work for the same or similar services provided for currently on-going or completed work within the last three years. The Government will only evaluate three (3) examples of past performance per offeror with at least two (2) of those being from the prime contractor proposing. Subcontractor past performance will only be considered if the subcontractor is performing more than \$1M of the total contract price, excluding ODCs. The Government will focus on information that demonstrates quality of performance relative to the requirements of the SOW in Section C of this solicitation. The Government may contact sources other than those identified by the offeror. The Government will evaluate two performance pieces to determine acceptability. First, evaluators will evaluate whether the offeror's past performance is relevant or not relevant to the effort to be acquired. Second, evaluators will evaluate to determine how well the offeror performed on the contracts and shall apply a confidence rating.

In order for an offeror to be rated "Acceptable" for past performance, the offeror must receive a Past Performance Relevancy rating of "Relevant" or higher, and must receive a Past Performance Confidence rating of "Satisfactory Confidence" or higher. Offeror's that do not receive a Past Performance Relevancy rating of "Relevant" or higher, and a Past Performance Confidence rating of "Satisfactory Confidence" or higher will be rated "Unacceptable" and will render the entire proposal unacceptable and ineligible for award.

M 2.3 Factor 3 – Price

The Government will evaluate the price proposal for completeness, price reasonableness, consistency with the offeror's approach, and any evidence of material imbalances in the proposal. Generally adequate price competition establishes price reasonableness. However, the Government may use current or recent pricing for the same or similar items, commercial published data, Government estimates, or other information deemed appropriate by the Government to establish price reasonableness. Evaluation of the options will not obligate the Government to exercise the option periods.

In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness; ONR has established fully burdened labor rates (otherwise referred to as tripwires) applicable to all labor categories under this solicitation. This fully burdened labor rate is \$155 an hour. This rate is inclusive of all indirect rates and fee including any pass through costs applied by the prime offeror. Offerors proposing over this tripwire (base and options) will require higher levels of scrutiny before the Source Selection Authority can make a determination to award to the offeror.

The Government Not to Exceed dollar amounts are provided for ODCs, Section G, Paragraph 19.1. These amounts provided by the Government will be the amounts the Government will utilize for evaluation. Offerors shall not propose different values for these costs.

Failure to provide detailed pricing may be grounds for proposal nonconformance. While price will not be adjectivally rated, it will be evaluated for price reasonableness. Additionally, a determination will be made if there is any significant performance risk to the Government because of unrealistically low or high prices. If Price information is included in any volume other than Price that volume will not be evaluated.

Offerors are also forewarned that if there are any discrepancies between Section B and the Attachment Number 10 cost proposal, Section B prevails. The discrepancies may impact the cost reasonableness assessment and may impact the offerors eligibility for award.

M 3 Rating Definitions

Evaluators for this source selection will use adjectival ratings as defined below in accordance with Department of Defense Source Selection Procedures (effective July 1, 2011).

M 3.1 Technical Capability Evaluation

Rating	Description
Acceptable	Proposal clearly meets the minimum requirements of the solicitation
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation

M 3.2 Past Performance Evaluation

Past performance evaluators will use three rating scales. One for relevance to the scope of work of this solicitation, one for performance confidence based on CPARS for customer questionnaires, and one for past performance acceptability based on ratings assessed for relevance and confidence.

M 3.2.1 Past Performance Relevancy Ratings

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

M 3.2.2 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	Based on the offeror's recent/relevant performance

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

M 3.2.3 Past Performance Evaluation Ratings

Table A-2. Past Performance Evaluation Ratings	
Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown (see note below).
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

Note: In case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

M 4 Price

Evaluators will not apply adjectival ratings to the price factor.

M 5 Award

The Government intends to award a single contract resulting from this solicitation to the offeror whose proposal conforms to the solicitation and offers the lowest evaluated price that meets or exceeds the acceptability standards for non-cost factors. Lowest Price is determined by the lowest evaluated price.

M 6 Clauses

FAR 52.217-5 Evaluation of Options. (JUL 1990)