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SECTION C - Description/Specifications

ONR 0189 Description/Specifications/Work Statement

- (1) The work and services to be performed hereunder shall be subject to the requirements and standards contained in the Statement(s) of Work, the Contract Data Requirements Lists (as specified in each Delivery Order), and the following paragraph(s):
- (2) The purpose of this ID/IQ Contract is to provide for an instrument under which orders can be issued by the Office of Naval Research and specifically identified Government organizations for a common Federal-wide portal for potential and current Small Business Innovation Research (SBIR) and Small Business Technology Transfer (STTR) program participants to learn about the program, receive training on topics that can help them successfully complete the program, and transition/commercialize the products into the Government and private sectors.
- (3) Under Delivery Order 0001, the contractor shall develop and maintain a single federal-wide web portal (SBIRU.com) through which innovative small business technology firms in the United States can gain access to information and training materials related to the SBIR and STTR programs. Information and training will range from free introductory materials to training of an advanced nature that would require award of a Phase I or II funding agreement and program fees. The site shall be a one stop shop for SBIR/STTR training and knowledge. The content shall include training material related to all phases of the SBIR/STTR Programs. (See Attached Statement of Work, Section J, Attachment No. 1)
- (4) Delivery Orders shall be issued under this contract for the development and delivery of courses to be added to the single federal-wide web portal as it relates to SBIR and STTR programs.
- (5) Deliverable data requirements shall be specified on each delivery order as applicable.

SECTION D - Packaging and Marking

ONR 0009 Packaging & 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.

ONR 5252.235-9714 Report Preparation

Scientific or technical reports prepared by the Contractor and deliverable under the terms of this contract will be prepared in accordance with format requirements contained in ANSI/NISO Z39.18-2005 (R2010), entitled, "Scientific and Technical Reports - Preparation, Presentation and Preservation".

[NOTE: All National Information Standards Organization (NISO) American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org/standards/index.html>. NISO standards can also be purchased in hardcopy form from the NISO website by clicking on "Link to Buy". NISO is located at 3600 Clipper Mill Road, Suite 302, Baltimore, MD 21211. NISO can be reached by telephone at (301) 654-3600 or by fax at (410) 685-5278.

SECTION E - Inspection and Acceptance

ONR 0120 Inspection and Acceptance- Order

Inspection and acceptance of deliveries under this order will be accomplished by the Program Officer identified in each order, who shall have thirty (30) days after delivery for acceptance.

SECTION F - Deliveries or Performance

ONR 0166 Period of Performance

1. The ordering period for CLIN 0001 is from the contract award date (Block 28 of the Standard Form 33) through sixty (60) months thereafter. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.
2. Distribution, consignment and marking instructions for all contract line items shall be in accordance with Enclosure Number 1 of Exhibit A of each order, as applicable. The address for the cognizant Program Officer for the overall program is as follows:

Office of Naval Research
875 North Randolph St.
Attention: Lee Ann Boyer
Code: 03TSB
Arlington, Virginia 22203-1995

The cognizant Program Manager for each individual order shall be specified within the delivery order.

SECTION G - Contract Administration Data

ONR 0019 Payment of Allowable Costs & Fixed Fee (As applicable to each Order)

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

- (a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", not to exceed the amount set forth as "Estimated Cost" in Section B of the order, subject to the contract clause

entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

ONR 0021 Incrementally Funded Orders (As applicable to each order)

The Government, at its discretion, reserves the right to incrementally fund any order issued under this contract. If an order is incrementally funded, the order shall specify the total amount of the order, the amount obligated, the estimated performance period based on the amount of available funds, and a statement that the Contractor is not required to perform work nor is the Government obligated to reimburse the Contractor for work performed in excess of the amounts obligated. All incrementally funded cost reimbursement orders will be funded in accordance with the clause FAR 52.232-22, Limitation of Funds, and the following appropriate "Allotment of Funds" clause:

The following is applicable to CPFF Orders:

Allotment of Funds

It is hereby understood and agreed that this order will not exceed a total amount of \$___; including an estimated cost of \$___ and a fixed fee of \$___.

The total amount obligated under this order is \$___.

The total amount presently available for payment and allotted to CLIN 0001 of this order is \$___; including an estimated cost of \$___ and a fixed fee of \$___ . It is estimated that the amount allotted of \$___ will cover the period from date of award through (insert date).

The following paragraph should be added as many times as necessary when there are multiple funded CLINs.

The total amount presently available for payment and allotted to CLIN (Insert) of this order is \$___; including an estimated cost of \$___ and a fixed fee of \$___ . It is estimated that the amount allotted of \$___ will cover the period from date of award through (Insert).

ONR 0067 Ordering Officer

The Office of Naval Research (ONR) Procuring Contracting Officer (PCO) or his/her duly authorized representative, shall act as Ordering Officer for the contract and is responsible for issuing orders placed hereunder. Orders shall be placed unilaterally or bilaterally by the Ordering Officer by issuance of a DD Form 1155, Order for Supplies or Services. The ONR PCO retains the unilateral right to update this guidance for the life of the contract. The ONR point of contact information is as follows:

Office of Naval Research
One Liberty Center
875 North Randolph St.
Arlington, VA 22203-1995

Attn: To Be Completed at Time of Award,
ONR [Insert POC's Office Code]
Email: [Insert POC's Email Address]

Telephone: *[Insert POC's Phone Number]*

Duly authorized representatives who may issue orders under this delivery order contract are limited to warranted contracting officers with requisite authority under the FAR of the following agencies:

Department of Agriculture

Department of Education

Department of Energy

Environmental Protection Agency

Department of Homeland Security

Department of Health and Human Services

- National Institutes of Health

National Aeronautics and Space Administration

National Science Foundation

Department of Commerce

- National Institute of Standards and Technology
- National Oceanic and Atmospheric Administration

Department of Defense

- United States Army
- United States Air Force
- United States Navy
- Assistant Secretary of Defense (Research and Engineering)
- Office of the Secretary of Defense (Office of Small Business Programs)
- Joint Science and Technology Office for Chemical and Biological Defense Advanced Research Projects Agency
- Defense Health Program
- Defense Logistics Agency
- Defense MicroElectronics Activity
- Defense Threat Reduction Agency
- Missile Defense Agency
- National Geospatial-Intelligence Agency
- United States Special Operations Command

Small Business Administration

A copy of all orders shall be provided to the procuring contracting officer and contracting officer's representative listed in this delivery order contract.

ONR 0152 Method of Payment (Applicable to Cost type Orders)

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", not to exceed the amount set forth as "Estimated Cost" in Section B, subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in Section B, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer. However, the Contractor, may bill on each voucher the amount of the fee bearing the same percentage to the total fixed fee as the amount of cost billed bears to the total estimated cost not to exceed the amount set forth as "Fixed Fee" in Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, "Fixed Fee", the Administrative Contracting Officer (ACO), in order to protect the Government's interest, shall withhold 10% of the fixed fee amount set forth in Section B or until a reserve is set aside in the amount of \$100,000.00, whichever is less. The fixed fee

withhold should be applied to each voucher. The ACO shall release the withhold in accordance with the provisions of FAR 52.216-8.

PAYMENT AND INVOICING INSTRUCTIONS

Payment and invoicing instructions shall be provided in each delivery order in accordance with the contract type of the delivery order and the agency paying office provisions. All payments shall be made using electronic means. Payments under orders issued by Department of Defense organizations shall be made by the Defense Finance and Accounting Service using the Wide Area Work Flow payment system.

ONR 0168 Procuring Office Representative- Solicitation

(a) In order to expedite administration of this contract, 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 26 on Standard Form 33.

Contract Negotiator -- To Be Completed at Time of Award

(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 To Be Completed at Time of Award.)

Inspection and Acceptance -- To Be Completed at Time of Award

Security Matters – Ms. Diana Pacheco, ONR 43, (703) 696 8177, DSN 426 8177, E-Mail Address: diana.pacheco@navy.mil

Patent Matters – Mr. John Forrest, ONR 00CC, (703) 696-4000, DSN 426-4000, E-Mail Address john.forrest@navy.mil

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC), Office of Naval Research, Department of the Navy, 875 North Randolph St. Arlington, VA 22203-1995. The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

ONR 0190 Minimum Contract Guarantee and Maximum Potential

(a) This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total minimum dollar amount the Government may order under this contract is \$1,000,000 (one million dollars). The maximum dollar amount the Government may order under this contract is \$99,000,000 (ninety nine million dollars).

(b) The Government shall have no obligation to issue delivery orders to the Contractor beyond the total minimum dollar amount specified in paragraph (a) of this clause. Once the conditions of paragraph (a) have been met, the Contractor will continue to have the “fair opportunity” to be issued delivery order(s) under this contract unless notified by the PCO in accordance with the Clause entitled Ordering Procedures.

ONR 0191 Delivery Order Minimum/Maximum Quantity

The minimum order value for any given Delivery Order issued under CLIN 0001 may not be less than \$25,000. The maximum order value for any given Delivery Order issued under CLIN 0001 may not be greater than \$10,000,000 (ten million dollars).

ONR 0192 Type of Contract.

This is an Indefinite-Delivery/Indefinite Quantity (IDIQ) Task Order Contract, which allows issuance of orders on a cost-plus-fixed-fee (CPFF) basis, cost-plus-incentive-fee (CPIF) basis, cost-plus-award-fee (CPAF), and firm-fixed-price (FFP) basis.

SECTION H - Special Contract Requirements

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

(a) The Government may extend the term of this contract by written notice to the Contractor within [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [] days (*60 days unless a different number of days is inserted*) 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 [] (months) (years).

(End of clause)

ONR 0070 Consent to Subcontract and/or Hire Consultants (May be added to orders as necessary)

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

To Be Completed at Time of Award

[*Insert each of the Identified Consultants along with their Estimated Time; Rate per day; and estimated cost. Repeat for each Identified Consultant, as required.*]

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 0169 Invention Disclosures and Reports

The Contractor shall submit all invention disclosures and reports required by the Patent Rights clause of this contract to the Administrative Contracting Officer

ONR 0170 Travel

Travel cost shall be reimbursed in accordance with FAR 31.205-46 at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standards Regulations, Section 925, as applicable. In the event award is made to an educational institute, travel shall be reimbursed in accordance with 2 CFR 220 (Cost Principles Education Institution).

All air travel must be booked on American-flagged carriers, unless otherwise directed by the Contracting Officer. Actual modes of transportation and costs shall be agreed to in advance.

ONR 0171 Other Direct Costs (ODCs) (May be added to orders as necessary)

The Government will reimburse the Contractor on the basis of actual cost. Before any purchase of materials, the Contractor shall obtain approval from the COR for all items over \$2,500. For materials with an estimated value of \$3,000 or more, the Contractor shall seek at least two competitive price quotations and award to the lowest price.

For the purpose of reimbursement of materials over \$3000, evidence of competitive pricing shall be submitted with a detailed list of all ODC materials purchased. The list shall include complete manufacturer information (part #s, nomenclature, quantity, unit of issue, prices) as part of the monthly billing and status reports.

All ODCs from the quarter shall be itemized in the Quarterly Report. The itemized list shall include: ODC, description/purpose, date of purchase, quantity, unit cost, and total cost.

The Contractor shall provide receipts and other supporting documentation for verification of the ODC incurred. The COR will verify ODCs charged for accuracy, allocability, and allowability.

The terms and conditions related to the use or provision of government furnished property, materials or the authorization to acquire property under this Contract shall be specified in any resultant order.

ONR 0172 Program Management Review

A Program Management Review (PMR) is defined as any meeting necessary to support or review the work accomplished and to assess whether the Small Business Subcontracting Plan goals are met under this Contract. PMRs are considered typical in the conduct and review of the contract and will not be separately reimbursed. It is anticipated a PMR will be held at least every three months.

ONR 0175 Orders

(a) General

(1) Orders for research, services, or supplies may be issued by the Contracting Officer (CO) for work as specified in Sections B and C of the Schedule at any time during the effective period of this contract. Except as otherwise provided in any order, the Contractor shall furnish all materials and services necessary for accomplishing the work specified in each order issued hereunder. All the provisions in this contract shall be applicable to all orders issued hereunder. To the extent of any inconsistency between any order and this contract, the contract shall control. It is understood and agreed upon that the Government has no obligation to issue any orders beyond paying the contract minimum on demand at the end of the contract period. The Contractor agrees to accept and perform orders issued by the CO within the scope of this contract during the term set forth elsewhere in the schedule.

(2) Delivery Orders may be placed at any time during the ordering period specified. Completion tasks may continue until the ordered effort is completed. Delivery Orders may be issued on a Cost-Plus Fixed-Fee (CPFF), Cost plus Incentive Fee (CPIF), Cost plus Award Fee (CPAF), or Firm Fixed Price basis as determined by project type and as indicated in each order.

(b) Ordering

(1) Orders and revisions thereto shall be made in writing by the CO.
(2) Each bilateral order shall be binding when executed by both parties.
(3) Each unilateral order shall be binding upon receipt by the Contractor. The Contractor shall acknowledge receipt of the order within five (5) days after receipt thereof. These orders may be issued through facsimile as well as through electronic and regular mail.

(c) Bilateral Orders

With exception to paragraph (d) (below), the Contractor shall not begin any work until a bilateral

order is issued by the CO.

(d) Unilateral Orders

(1) Priced: The CO may issue unilateral orders, either fully or incrementally funded, based upon acceptance of the Contractor's proposals. Upon receipt of a unilateral order, the Contractor shall promptly commence the work specified therein. Unilateral orders are subject to either the "Limitation of Cost" (when fully funded) or "Limitation of Funds" (when incrementally funded) clause as incorporated into this contract. The Contractor shall acknowledge receipt of the order within five (5) days of receipt.

(2) Unpriced: When determined to be in the best interest of the Government, the CO may unilaterally issue an undefinitized order directing the Contractor to proceed with performance of the work specified therein. The order shall include the clause entitled "Definitization Requirements - Undefinitized Orders" (see paragraph (g) below), plus a delivery schedule for the work being ordered.

(e) Cost or Pricing Data

Whenever cost or pricing data are required in accordance with FAR 15.403, the Contractor shall submit required data in accordance with FAR 15.408, Table 15-2. If a Certificate of Current Cost or Pricing Data is required, it shall be provided in accordance with FAR 15.406-2.

(f) Definition

The term Contracting Officer as used in this provision includes the Administrative Contracting Officer (ACO).

(g) Definitization Requirements - Undefinitized Orders

(1) When an undefinitized contract action is issued, the Contractor agrees to begin promptly negotiating with the Contracting Officer the terms of a definitive order. The Contractor agrees to submit a proposal and any necessary cost or pricing data to support its proposal.

(2) In accordance with the requirements of DFARS 217.7404-3, the schedule for definitizing any undefinitized order shall be specified in the order and shall include:

- a. Submission Due Date of Contractor's Proposal
- b. Projected Date for Commencement of Negotiations
- c. Target Date for Definitization

(3) If agreement on a definitive order to supersede this undefinitized order is not reached by the target date specified in the definitization schedule, or within any extension thereof granted by the Contracting Officer, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price or fee in accordance with FAR Part 15, subject to Contractor appeal as provided in the Disputes clause. In any event, the Contractor shall proceed with completion of the order, subject only to the limitation of Government liability set forth in paragraph (6) below.

(4) The Contractor further agrees that the Government shall not be liable under such definitization for an increase in the estimated cost and fee which combined would cause the definitized price of the order to exceed the ceiling amount specified in the undefinitized order (See DFARS 217.7404-2). The not to exceed price specified is a maximum and shall not be construed as an indication, other than a limit on the amount, if any, of such definitization. Subject to the foregoing, failure to agree to pay any definitization shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

(5) Pending definitization of an order, the estimated cost of efforts performed under this undefinitized order for purposes of the clause of the contract entitled "Limitation of Cost" or "Limitation of Funds", as appropriate, is the limitation of Government liability set forth in paragraph (6) below. The Contractor shall be reimbursed for the costs of efforts performed under this undefinitized order in accordance with the clause of this contract entitled "Allowable Cost and Payment", but in no event for an amount greater than the estimated cost of such efforts. The Contractor shall bill no fee against the estimated cost until this order is definitized.

(6) In performing this undefinitized order, the Contractor is not authorized to make expenditures or incur obligations exceeding the amount obligated to the undefinitized order (see DFARS 217.7404-4 for funding limitations). This is the maximum amount, including fee, for which the Government shall be liable if this order is terminated.

(h) Termination of Orders

(1) The Government may terminate performance of work under any order in whole or, from time to time, in part if ---

- a. The Contracting Officer determines that a termination is in the Government's interest; or
- b. The Contractor defaults in performing any order and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance,

(2) The Contracting Officer shall terminate the order by delivering to the Contractor a Notice of Termination specifying whether the termination is for default of the Contractor or for Convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if termination was for the convenience of the Government.

(3) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the obligations specified in the "Termination (Cost Reimbursement)" clause.

ONR 0176 Determination of Award Fee (As applicable to individual orders)

Award fee shall be determined in accordance with the provisions set forth in this clause and Section J, Attachment 3, Award Fee Plan. The base fee shall be 0% with a maximum award fee of 8%.

The determination by the Government of any award fee amounts earned by the Contractor is a unilateral decision made by the Government. Each unilateral action under this Contract authorizing the Contractor to bill for earned award fee shall represent a final decision of the amount of the award fee earned by the Contractor and shall not be subject to dispute by the Contractor under the clause entitled "Disputes" or any other clause of the Contract and shall not be appealable to any Board of Contract Appeals, Claims Court, or any other court. Payment of award fee is also not subject to the "Allowable Cost and Payment" clause of the Contract.

ONR 5252.237-9705 Key Personnel (DEC 1988) (As applicable to individual orders)

(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 [Insert Number of Days] days in advance [Insert Number of days] 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:

[Insert Labor Category, First/Middle Initial/Last Name of all Key Personnel]

ONR 5252.242-9718 Technical Direction (FEB 2002) (As applicable to individual orders)

(a) Performance of the work hereunder is subject to the technical direction of the Program Officer/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.

ONR 5252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (SEP 1996) (As applicable to individual orders)

The COR for this contract is:

Name: To Be Completed at Time of Award

Code: *[Insert the Office Code of the COR]*

Mailing Address: *[Insert the Mailing Address of the COR]*

Telephone No: *[Insert the Phone Number for the COR]*

The Alternate COR for this contract is:

Name: *[Insert the Alternate COR Name]*

Code: *[Insert the Alternate COR Office Code]*

Mailing Address: *[Insert the Alternate COR Mailing Address]*

Telephone No: *[Insert the Alternate COR Phone Number]*

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.

SECTION I - Contract Clauses

FAR 52.202-1 Definitions. (NOV 2013)

FAR 52.203-3 Gratuities. (APR 1984)

FAR 52.203-5 Covenant Against Contingent Fees. (APR 1984)

FAR 52.203-6 Restrictions on Subcontractor Sales to the Government. (SEP 2006)

FAR 52.203-7 Anti-Kickback Procedures. (OCT 2010)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (JAN 1997)

FAR 52.203-12 Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)

FAR 52.203-13 Contractor Code of Business Ethics and Conduct. (APR 2010)

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

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

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

FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

FAR 52.209-6 Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (AUG 2013)

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. (MAY 2012)

FAR 52.210-1 Market Research. (APR 2011)

FAR 52.215-2 Audit and Records - Negotiation. (OCT 2010)

FAR 52.215-8 Order of Precedence - Uniform Contract Format. (OCT 1997)

FAR 52.215-10 Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)

FAR 52.215-12 Subcontractor Certified Cost or Pricing Data. (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010)

FAR 52.215-14 Integrity of Unit Prices. (OCT 2010) - Alternate I (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 52.215-19 Notification of Ownership Changes. (OCT 1997)

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

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

FAR 52.216-7 Allowable Cost and Payment. (JUN 2013)

FAR 52.216-8 Fixed Fee. (JUN 2011)

FAR 52.216-22 Indefinite Quantity. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after [*insert date*].

(End of clause)

FAR 52.217-8 Option to Extend Services. (NOV 1999)

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 [*insert the period of time within which the Contracting Officer may exercise the option*]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least [] days (*60 days unless a different number of days is inserted*) 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 [] (months) (years).

(End of clause)

FAR 52.219-9 Small business subcontracting plan. (JUL 2013)

FAR 52.219-10 Incentive Subcontracting Program. (OCT 2001)

(a) Of the total dollars it plans to spend under subcontracts, the Contractor has committed itself in its subcontracting plan to try to award certain percentages to small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, respectively.

(b) If the Contractor exceeds its subcontracting goals for small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, and women-owned small business concerns in performing this contract, it will receive 0 percent of the dollars in excess of each goal in the plan, unless the Contracting Officer determines that the excess was not due to the Contractor's efforts (*e.g.*, a subcontractor cost overrun caused the actual subcontract amount to exceed that estimated in the subcontracting plan, or the award of subcontracts that had been planned but had not been disclosed in the subcontracting plan during contract negotiations). Determinations made under this paragraph are unilateral decisions made solely at the discretion of the Government.

(c) If this is a cost-plus-fixed-fee contract, the sum of the fixed fee and the incentive fee earned under this contract may not exceed the limitations in 15.404-4 of the Federal Acquisition Regulation.

(End of clause)

FAR 52.219-16 Liquidated Damages - Subcontracting Plan. (JAN 1999)

FAR 52.222-1 Notice to the Government of Labor Disputes. (FEB 1997)

FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

FAR 52.222-3 Convict Labor. (JUN 2003)

FAR 52.222-21 Prohibition of Segregated Facilities. (FEB 1999)

FAR 52.222-26 Equal Opportunity. (MAR 2007)

FAR 52.222-35 Equal Opportunity for Veterans. (SEP 2010)

FAR 52.222-36 Affirmative Action for Workers with Disabilities. (OCT 2010)

FAR 52.222-37 Employment Reports on Veterans. (SEP 2010)

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

FAR 52.222-50 Combating Trafficking in Persons. (FEB 2009)

FAR 52.222-54 Employment Eligibility Verification. (AUG 2013)

FAR 52.223-5 Pollution Prevention and Right-to-Know Information. (MAY 2011)

FAR 52.223-6 Drug-Free Workplace. (MAY 2001)

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

FAR 52.224-2 Privacy Act. (APR 1984)

FAR 52.225-13 Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR 52.227-1 Authorization and Consent. (DEC 2007)

FAR 52.227-1 Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)

FAR 52.227-2 Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)

FAR 52.227-10 Filing of Patent Applications - Classified Subject Matter. (DEC 2007)

FAR 52.227-11 Patent Rights-Ownership by the Contractor. (DEC 2007)

FAR 52.228-7 Insurance - Liability to Third Persons. (MAR 1996)

FAR 52.230-2 Cost Accounting Standards. (MAY 2012)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (MAY 2012)

FAR 52.230-6 Administration of Cost Accounting Standards. (JUN 2010)

FAR 52.232-9 Limitation on Withholding of Payments. (APR 1984)

FAR 52.232-17 Interest. (OCT 2010)

FAR 52.232-20 Limitation of Cost. (APR 1984)

FAR 52.232-22 Limitation of Funds. (APR 1984)

FAR 52.232-23 Assignment of Claims. (JAN 1986)

FAR 52.232-25 Prompt payment. (JUL 2013)

FAR 52.232-25 Prompt payment. (JUL 2013) - Alternate I (FEB 2002)

FAR 52.232-33 Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)

FAR 52.232-40 Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)

FAR 52.233-1 Disputes. (JUL 2002)

FAR 52.233-3 Protest after Award. (AUG 1996)

FAR 52.233-3 Protest after Award. (AUG 1996) - Alternate I (JUN 1985)

FAR 52.239-1 Privacy or Security Safeguards. (AUG 1996)

FAR 52.242-1 Notice of Intent to Disallow Costs. (APR 1984)

FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2001)

FAR 52.242-4 Certification of Final Indirect Costs. (JAN 1997)

FAR 52.242-13 Bankruptcy. (JUL 1995)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)

FAR 52.243-2 Changes - Cost-Reimbursement. (AUG 1987) - Alternate V (APR 1984)

FAR 52.244-2 Subcontracts. (OCT 2010)

FAR 52.244-5 Competition in Subcontracting. (DEC 1996)

FAR 52.244-6 Subcontracts for Commercial Items. (DEC 2013)

FAR 52.245-1 Government Property. (APR 2012)

FAR 52.245-9 Use and Charges (APR 2012)

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

FAR 52.246-9 Inspection of Research and Development (Short Form). (APR 1984)

FAR 52.246-23 Limitation of Liability. (FEB 1997)

FAR 52.246-25 Limitation of Liability - Services. (FEB 1997)

FAR 52.249-6 Termination (Cost-Reimbursement). (MAY 2004)

FAR 52.249-14 Excusable Delays. (APR 1984)

FAR 52.251-1 Government Supply Sources. (APR 2012)

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): *[Insert one or more Internet addresses]*

(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 *[insert regulation name]* (48 CFR []) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

FAR 52.253-1 Computer Generated Forms. (JAN 1991)

FAR Deviations 52.204-99 System for Award Management Registration (DEVIATION)

Except for awards where the Government-wide purchase card (GPC) is used as the method of payment, contracting officers shall include the attached clause 52.204-99, System for Award Management Registration, in lieu of FAR clause 52.204-7, Central Contractor Registration, and DF ARS 252.204-7004, Alternate A, Central Contractor Registration.

System for Award Management Registration (August 2012) (DEVIATION)

(a) Definitions. As used in this clause-

‘Central Contractor Registration (CCR) database’ means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

‘Commercial and Government Entity (CAGE) code’ means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an ‘NCAGE code.’

‘Data Universal Numbering System (DUNS) number’ means the 9-digit number assigned by Dun and

Bradstreet, Inc. (D&B) to identify unique business entities.

'Data Universal Numbering System+4 (DUNS+4) number' means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

'Registered in the SAM database' means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record 'Active'. The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

'System for Award Management (SAM)' means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local

Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

- (i) Company legal business name.
- (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
- (iii) Company physical street address, city, state and Zip Code.
- (iv) Company mailing address, city, state and Zip Code (if separate from physical).
- (v) Company telephone number.
- (vi) Date the company was started.
- (vii) Number of employees at your location.
- (viii) Chief executive officer/key manager.
- (ix) Line of business (industry).
- (x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, 'doing business as' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly

executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the 'Suspension of Payment' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the 'Suspension of payment' paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause) Except for awards where the Government-wide purchase card (GPC) is used as the method of payment, contracting officers shall include the attached clause 52.204-99, System for Award Management Registration, in lieu of FAR clause 52.204-7, Central Contractor Registration, and DF ARS 252.204-7004, Alternate A, Central Contractor Registration.

System for Award Management Registration (August 2012) (DEVIATION)

(a) Definitions. As used in this clause-

'Central Contractor Registration (CCR) database' means the retired primary Government repository for Contractor information required for the conduct of business with the Government.

'Commercial and Government Entity (CAGE) code' means-

(1) A code assigned by the Defense Logistics Agency (DLA) Logistics Information Service to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLA records and maintains in the CAGE master file. This type of code is known as an 'NCAGE code.'

'Data Universal Numbering System (DUNS) number' means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

'Data Universal Numbering System+4 (DUNS+4) number' means the DUNS number means the number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.

'Registered in the SAM database' means that-

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the SAM database;

(2) The Contractor's CAGE code is in the SAM database; and

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record 'Active'. The Contractor will be required to provide consent for TIN Attachment, Page 1 of 4 validation to the Government as a part of the SAM registration process.

'System for Award Management (SAM)' means the primary Government repository for prospective federal awardee information and the centralized Government system for certain contracting, grants, and other assistance related processes. It includes-

(1) Data collected from prospective federal awardees required for the conduct of business with the Government;

(2) Prospective contractor submitted annual representations and certifications in accordance with FAR Subpart 4.12; and

(3) The list of all parties suspended, proposed for debarment, debarred, declared ineligible, or excluded or disqualified under the nonprocurement common rule by agencies, Government corporations, or by the Government Accountability Office.

(b)

(1) The Contractor shall be registered in the SAM database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of SAM.

(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) A contractor may obtain a DUNS number-

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The Contractor should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) Reserved.

(e) Processing time for registration in SAM, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.

(f) The Contractor is responsible for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)

(1)

(i) If a Contractor has legally changed its business name, 'doing business as' name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-

(A) Change the name in the SAM database;

(B) Comply with the requirements of subpart 42.12 of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.

(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the 'Suspension of Payment' paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the 'Suspension of payment' paragraph of the EFT clause of this contract.

(h) Contractors may obtain information on registration and annual confirmation requirements via the SAM accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.

(End of Clause)

DFAR 252.201-7000 Contracting Officer's Representative. (DEC 1991)

DFAR 252.203-7000 Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)

DFAR 252.203-7001 Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)

DFAR 252.203-7002 Requirement to Inform Employees of Whistleblower Rights. (JAN 2009)

DFAR 252.203-7004 Display of fraud hotline poster(s). (DEC 2012)

DFAR 252.204-7000 Disclosure of information. (AUG 2013)

DFAR 252.204-7003 Control of Government Personnel Work Product. (APR 1992)

DFAR 252.204-7004 Alternate A, System for Award Management. (MAY 2013)

DFAR 252.204-7005 Oral Attestation of Security Responsibilities. (NOV 2001)

DFAR 252.204-7006 Billing Instructions. (OCT 2005)

DFAR 252.204-7008 Reserved.

DFAR 252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S.-International Atomic Energy Agency Additional Protocol. (JAN 2009)

DFAR 252.205-7000 Provision of Information to Cooperative Agreement Holders. (DEC 1991)

DFAR 252.209-7001 Disclosure of Ownership or Control by the Government of a Terrorist Country. (JAN 2009)

DFAR 252.209-7004 Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country. (DEC 2006)

DFAR 252.211-7003 Item unique identification and valuation. (DEC 2013)

DFAR 252.211-7007 Reporting of Government-Furnished Property. (AUG 2012)

DFAR 252.215-7000 Pricing Adjustments. (DEC 2012)

DFAR 252.215-7002 Cost Estimating System Requirements. (DEC 2012)

DFAR 252.219-7003 Small Business Subcontracting Plan (DoD Contracts). (JUN 2012)

DFAR 252.219-7004 Small business subcontracting plan (test program). (JAN 2011)

DFAR 252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)

DFAR 252.223-7004 Drug-Free Work Force. (SEP 1988)

DFAR 252.223-7006 Prohibition on storage and disposal of toxic and hazardous materials. (APR 2012)

DFAR 252.225-7012 Preference for Certain Domestic Commodities. (FEB 2013)

DFAR 252.225-7013 Duty-Free Entry. (OCT 2013)

DFAR 252.225-7031 Secondary Arab Boycott of Israel. (JUN 2005)

DFAR 252.226-7001 Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns. (SEP 2004)

DFAR 252.227-7013 Rights in technical data-Noncommercial items. (JUN 2013)

DFAR 252.227-7014 Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation. (MAY 2013)

DFAR 252.227-7016 Rights in bid or proposal information. (JAN 2011)

DFAR 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)

DFAR 252.227-7027 Deferred Ordering of Technical Data or Computer Software. (APR 1988)

DFAR 252.227-7030 Technical Data - Withholding of Payment. (MAR 2000)

DFAR 252.227-7037 Validation of restrictive markings on technical data. (JUN 2013)

DFAR 252.227-7038 Patent Rights - Ownership by the Contractor (Large Business). (JUN 2012)

DFAR 252.227-7039 Patents - Reporting of Subject Inventions. (APR 1990)

DFAR 252.231-7000 Supplemental Cost Principles. (DEC 1991)

DFAR 252.232-7003 Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)

DFAR 252.235-7011 Final Scientific or Technical Report. (NOV 2004)

DFAR 252.239-7001 Information Assurance Contractor Training and Certification. (JAN 2008)

DFAR 252.242-7004 Material Management and Accounting System. (MAY 2011)

DFAR 252.242-7005 Contractor Business Systems. (FEB 2012)

DFAR 252.242-7006 Accounting System Administration. (FEB 2012)

DFAR 252.243-7002 Requests for equitable adjustment. (DEC 2012)

DFAR 252.244-7001 Contractor Purchasing System Administration. (JUN 2012)

DFAR 252.245-7001 Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)

DFAR 252.245-7002 Reporting Loss of Government Property. (APR 2012)

DFAR 252.245-7003 Contractor Property Management System Administration (APR 2012)

DFAR 252.246-7000 Material Inspection and Receiving Report. (MAR 2008)

DFAR 252.247-7023 Transportation of supplies by sea. (JUN 2013)

DFAR 252.247-7023 Transportation of supplies by sea. (JUN 2013) - Alternate III (MAY 2002)

DFAR 252.251-7000 Ordering From Government Supply Sources. (AUG 2012)

DFAR Deviations 252.225-7993 Prohibition on Contracting with the Enemy in the United States Central Command Theater of Operations (Deviation 2012-O0005) (JAN 2012)

(a) The Contractor is required to exercise due diligence to ensure that none of the funds received under this contract are provided, directly or indirectly, to a person or entity who is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(b) The Head of the Contract Activity (HCA) has the authority to –

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the Contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this Contract have been provided, directly or indirectly, to a person or entity that is actively supporting an insurgency or otherwise actively opposing U.S. or coalition forces in a contingency operation.

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Attachment Title	Date	Number of Pages	Cross Reference Materials	Document Version
1	Statement of Work Delivery Order 0001				BASE
2	Key System Requirements				BASE
3	NSAM COR Appointment Letter	01/30/2014	3		BASE
L1	Key Personnel List	01/30/2014	1		BASE
L2	Past Perf Info Form	01/30/2014	2		BASE
L3	Cost Elmt Sum Spreadsheet	01/30/2014	9		BASE

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

FAR 52.219-4 Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (JAN 2011)

FAR 52.219-8 Utilization of small business concerns. (JUL 2013)

FAR 52.219-28 Post-Award Small Business Program Representation (JUL 2013)

ONR 0178 Representations, Certifications, and Other Statements of Offerors

The latest version of the ONR Representations and Certifications may be found here:

<http://www.onr.navy.mil/en/Contracts-Grants/submit-proposal/~media/Files/Contracts-Grants/Downloadable%20Forms/Contract-Specific-Representations-Certifications.ashx>

SECTION L - Instructions, Conditions, and Notices to Bidders

FAR 52.204-6 Data Universal Numbering System Number. (JUL 2013)

(a) *Definition. Data Universal Numbering System (DUNS) number*, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number-

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

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

FAR 52.211-2 Availability of Specifications, Standards, and Data Item Descriptions Listed in the Acquisition Streamlining and Standardization Information System (ASSIST). (JAN 2006)

(a) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites:

- (1) ASSIST (<http://assist.daps.dla.mil>);
- (2) Quick Search (<http://assist.daps.dla.mil/quicksearch>);
- (3) ASSISTdocs.com (<http://assistdocs.com>).

(b) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by--

- (1) Using the ASSIST Shopping Wizard
(<http://assist.daps.dla.mil/wizard>);
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, and Facsimile (215) 697-1462.

(End of provision)

FAR 52.211-14 Notice of Priority Rating for National Defense, Emergency Preparedness, and Energy Program Use. (APR 2008)

Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation. (*Contracting Officer check appropriate box.*)

(End of provision)

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

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

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing, writing, or written" means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show-

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and -

(I) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later

than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall -

(1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed - in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (*insert numbers or other identification of sheets*); and

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the

Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

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

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

(End of provision)

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

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

The Government contemplates award of an Indefinite Delivery Indefinite Quantity (ID/IQ) 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 designate the official or location where a protest may be served on the Contracting Officer]

(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 52.237-10 Identification of Uncompensated Overtime. (OCT 1997)

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

"Uncompensated overtime" means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

"Uncompensated overtime rate" is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \text{ divided by } 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror's accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

(End of provision)

DFAR 252.225-7003 Report of Intended Performance Outside the United States and Canada--Submission with Offer. (OCT 2010)

(a) Definition. United States, as used in this provision, means the 50 States, the District of Columbia, and outlying areas.

(b) The offeror shall submit, with its offer, a report of intended performance outside the United States and Canada if--

(1) The offer exceeds \$12.5 million in value; and

(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that--

(i) Exceeds \$650,000 in value; and

(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for--

(1) Subcontracts;

(2) Purchases; and

(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using--

(1) DD Form 2139, Report of Contract Performance Outside the United States; or

(2) A computer-generated report that contains all information required by DD Form 2139.

(e) The offeror may obtain a copy of DD Form 2139 from the Contracting Officer or via the Internet at <http://www.dtic.mil/whs/directives/infomgt/forms/formsprogram.htm>.

(End of provision)

ONR 0179 General Instructions for Submissions of Technical and Cost Proposals

(A) The offeror shall submit documentation illustrating their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror's proposal against the evaluation criteria. Also, this documentation shall cover all aspects of this solicitation and include the offeror's approach for integration and program management activities. Proposals must clearly demonstrate how the offeror intends to accomplish the project and must include convincing rationale and substantiation of all claims. Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete effective response to the solicitation are not desired.

(B) Information for the Technical Proposal shall be placed in Volume I and shall be completely separate from the Cost Proposal (Volume II).

(C) Both volumes should be written and organized so as to be compatible with the RFP, the Statement of Work, and company's organization and accounting structure.

(D) Original and two (2) paper copies and two (2) electronic copies (Technical and Cost volumes) in PDF or Microsoft Office compatible format on CD ROM. The electronic technical and cost proposals must be on separate CDs.

(E) Length.

(1) The length of Volume I, Technical Proposal shall not exceed 60 single-sided pages. There is no page limitation for resumes.

(2) There is no page limitation on the length of Volume II, Cost Proposal.

(3) Page limitations are maximums. If exceeded, the excess pages shall not be read or considered in the evaluation of the proposal. When both sides of a sheet display printed material, it shall be counted as two pages. Each page shall be counted except the following: Cover pages, page separators/tabs, glossaries, table of contents/indexes, past performance questionnaires and resumes. No material may be incorporated by reference as a means to circumvent the page limitations or for any other reason. If discussions occur prior to contract award, these page limitations do not apply for responses to Evaluation Notices (ENs). The specified page limits for EN responses will be identified in the letters forwarding the ENs to the Offerors.

(F) Page Size and Format.

(1) Proposals should be printed on plain white bond paper. Page size should be 8.5" X 11", not including foldouts. Pages should be single spaced, and except for the reproduced section of the solicitation document, the text size should be no less than 12 point in Times New Roman font, with the exception of charts and graphs, which must be in 10-point font or larger. Use at least 1-inch margins on the top, bottom, and sides. Pages should be numbered sequentially by volume (i.e., Volume 1, Page 1).

(2) Foldouts of charts, tables, diagrams, or drawings should not exceed 8.5" X 14", if used. Foldout pages shall fold entirely within the volume, and each side (front or back) of a foldout is considered two pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four pages. Page margins for the foldouts should be a minimum of one-half (1/2) inch at the top, bottom, and each side. Foldouts may only be used for large tables, charts, graphs, diagrams, and other schematics, and not for pages of text.

(G) Binding and Labeling. Be sure to apply all appropriate markings including those prescribed in accordance with FAR 52.215-1(e), Restriction on Disclosure and Use of Data, and 3.104-4, Disclosure, Protection, and Marking of Contractor Bid or Proposal Information and Source Selection Information.

(H) Disposition of Offers and Proposal Information. Offers and proposal information will not be returned (except for timely withdrawals).

(I) Proposal Identification/Mailing. Offerors should assign their own identifying number to their proposal. The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. The proposal package should be sent to the address shown in Block 7 of the RFP face page and marked:

RFP No.

Closing Date: (As Specified in Block 9 on Page 1 of the RFP.)

Attn: Richard Pollack

Office of Naval Research

875 North Randolph Street, Code 254

Arlington, VA 22203-1995

(J) NOTE: Due to changes in security procedures since September 11, 2001, the time required for hard-copy written materials to be received at the Office of Naval Research has increased. Thus it is recommended that any hard-copy proposal be mailed several days before the deadline established in the solicitation so that it will not be received late and thus be ineligible for award consideration.

ONR 0180 Instructions for the Preparation of Technical Proposals

(A) General

(1) The Offeror's Technical Proposal must be prepared as a separate part of the total proposal package. Specific cost or pricing details should be omitted from this section of the proposal.

(2) The Offeror's Technical Proposal should include a cover page. This cover page should include the words "Volume I - Technical Proposal" and the following:

- (a) RFP number;
- (b) Title of Proposal;
- (c) Identity of prime Offeror and complete list of subcontractors, if applicable;
- (d) Technical contact (name, address, phone/fax, electronic mail address);
- (e) Administrative/business contact (name, address, phone/fax, electronic mail address);
- (f) Proposal Date; and,
- (g) Signature from authorized organization representative.

(3) In this volume, the Offeror shall detail how it proposes to meet the requirements of the attached Statement of Work. Technical and Management Capability will be evaluated in accordance with the criteria stated in Section M. Attention will be given to the Statement of Work (SOW) and the requirements stated below. The Offeror's proposal must convey to the Government that the Offeror is capable; possesses adequate technical expertise and experience; possesses sufficient resources; and is able to plan, organize, and use those resources in a coordinated and timely fashion to meet the needs of the Government.

(4) Proposals will be evaluated to ensure that sound approaches are proposed and to ensure the Offeror's ability to successfully achieve the SOW tasks. Offeror's understanding of both required services and tasks, including work effort required to produce them and demonstrated knowledge of SOW requirements, will be evaluated. Offeror's plan of how key and team members will successfully accomplish SOW tasks will be evaluated. The Offeror is not to simply restate the SOW, but to explain how it will meet the requirements.

(5) This volume should be specific and complete. Legibility, clarity, and coherence are important. Each technical factor, listed below, should be addressed in a separate, stand-alone section within the volume. Using the instructions given, provide as specifically as possible the actual methodology proposed for accomplishing/satisfying the factors below. Responses will be evaluated against the technical factors as defined in Section M, Evaluation Factors for Award.

(6) Technical Factors:

- Factor 1: Capabilities of Proposed Solution
- Factor 2: Understanding of Requirement and Technical Approach
- Factor 3: Team Composition and Management Plan
- Factor 4: Experience Performing Similar Efforts
- Factor 5: Time to Provide Operational Capability
- Factor 6: Past Performance

(7) Offerors are encouraged, where applicable, to provide verification of claims. For instance, cite examples of technical successes and transition and implementation of new technologies, references, any awards received or other recognition for efforts.

(B) Executive Summary. The Executive Summary shall provide a concise overview of the main points of the proposal. Do NOT include estimated costs in this section. The salient features shall tie in with Section M evaluation factors. The Executive Summary should not exceed five (5) pages.

(C) Technical Proposal Elements

(1) Factor 1: Capabilities of Proposed Solution.

The Offeror shall fully demonstrate its familiarity and understanding of the required features based on the requirements specified in the Statement of Work for Delivery Order 0001.

Specifically, offerors should ensure its proposal addresses at a minimum the following, which should not be considered an all-inclusive listing:

1. Course content collection, development, and verification including reference materials and supporting documents. This effort shall be governed by the course categories identified in Appendix A. Multiple delivery methods and presentations of material shall be made available at times and places such that small businesses performing throughout the United States have an opportunity to receive high quality training in an efficient and cost effective manner. All courses and materials must be reviewed on a regular basis to ensure accuracy.
2. Design and maintenance of SBIRU.com web portal including any required software license fees and domain registration charges.
3. Operation of a User Management System that allows as a minimum:
 - a. Self-registration to include security verification (ID and password)
 - b. User profiles that determine course recommendations
 - c. Email and SMS notifications
 - d. Multiple roles (firm, PM, approver, reviewer, trainer, administrator)
 - e. User groups and group management
 - f. Import and export of users and profiles
 - g. Automatic user/profile deletion due to inactivity
 - h. Access monitoring reports by user
 - i. Tracking of course completion
 - j. Preparation of user individual development plans
 - k. Provision of transcripts for course certificates
4. Operation of a course management system that provides as a minimum:
 - a. Course catalog of available courses
 - b. Ability to import new courses into varying formats
 - c. Ability to create course hierarchies
 - d. Ability to create course schedules and waiting lists
 - e. Ability to have free and “paid” courses
 - f. Create course exams (skills/knowledge assessment) and review results
 - g. Conduct surveys and configure feedback
 - h. Create certificates
 - i. Maintain course forums, CWS, chat, live conferences, and email
5. Reporting and Administration System that can as a minimum:
 - a. Provide statistics on site visits and user registrations
 - b. Report on the courses and number of attendees for a given period of time
 - c. Report on the results of course exams down to the question level
 - d. Report on the number of users on wait lists
 - e. Report on survey results and trainer feedback results
 - f. Provide administrative information on the number of user completing paid courses
 - g. Provide ad hoc reporting capability on users, user groups, courses, trainers, exams, and website access in varying exportable formats (csv, txt, pdf, xls)
6. Provision of free training to registered users via the SBIRU.com portal in support of Federal agency SBIR/STTR Programs
7. Provision of “paid” training to registered users via the SBIRU.com portal in support of Federal agency SBIR/STTR Programs as ordered. These efforts include but are not limited to providing training the authorized users, reimbursing the training providers, tracking the training classes completed and “funds” spend by each user.

(2) Factor 2: Understanding of Requirement and Technical Approach

The Offeror shall describe how its program management plan (PMP) and schedule can produce the SBIRU capability identified for delivery order one to include the ability to establish and launch the SBIRU portal with the initial operational capability (IOC) required classes within six months of award. The PMP must identify the major tasks required to accomplish the objective, required resources, and interdependencies of the tasks and schedule required to achieve IOC. The proposal should describe the overall system architecture and components that will be used to achieve system capabilities.

(3) Factor 3: Team Composition and Management Plan.

The Offeror shall identify the subject matter experts (SMEs) and key personnel who will be used to implement the PMP. Roles and responsibilities shall be identified along with their relevant experience and importance to the project. Describe how tasks will be managed, work allocated, and priorities determined. (Refer further to Section M.3.C when developing this section of the proposal.)

(4) Factor 4: Experience Performing Similar Efforts

The Offeror shall describe its experience in providing the same or similar training courses to small business concerns in the past. The proposal should include descriptions of prior efforts for the provision of on-line training services at the corporate or university level. Prior experience in providing web hosted solutions of the scope and type indicated for SBIRU should be described.

(5) Factor 5: Time to Provide Operational Capability.

The Offeror shall describe how it plans to meet the IOC schedule specified for delivery order one including the time allocated for each task, how schedules will be monitored, and the capacity to recover after schedule slippage. The discussion should include the relevant roles any/all subcontractors and consultants would play. Especially critical is a description of how course requirements would be developed, information and materials gathered, content prepared, and various formats introduced both pre and post IOC.

(6) Factor 6: Past Performance.

The offeror shall provide the following:

(a) Past Performance Information.

Past Performance information shall be submitted on preferably three (3) recent contracts that the Offeror considers most relevant in demonstrating its ability to perform the proposed effort. Clarify to what degree the key personnel and subcontractors proposed under this RFP were personally involved in one or more of these recent contracts. Explain the roles they played under those contracts and their levels of success as well as problems encountered. Discuss efforts undertaken by the Offeror to resolve problems encountered on prior contracts as well as past efforts to identify and manage program risk. Demonstrate management actions employed in overcoming problems and the effects of those actions, in terms of improvements achieved or problems rectified. Discuss the Offeror's historical ability to meet government (or similar corporate) fiscal obligation and expenditure benchmarks.

(b) The Government will evaluate past performance using the information provided by each Offeror and may also solicit past performance information from other sources.

(c) Past Performance Information Form (PPIF) (Section L, RFP Attachment L-002).

The Offeror should submit a Past Performance Information Form (PPIF) for each relevant contract in accordance with the format contained in Section L, RFP Attachment L-002. The Offeror should provide frank, concise comments regarding performance of the contracts identified. Each PPIF shall address one contract. The completed PPIF forms should be included in an appendix of the proposal and will not be

included in the 60-page technical proposal limit.

ONR 0181 Instructions for the Preparation of Cost Proposals

(A) Cost Factors:

Factor 7: Cost
Factor 8: Cost Realism
Factor 9: Commitment to Small Business

(B) Only cost proposals submitted by Offerors whose technical proposals are determined to be technically acceptable will be considered for evaluation.

(C) Cost Proposal Elements.

(1) Factor 7: Cost.

(Refer further to Section M.3.G when developing this section of the proposal.)

The Offeror shall provide detailed cost proposals for Delivery Order 0001 to include cost summary information for the base period and three one-year option periods. The Offeror shall complete the tables provided in Section J, Attachment L-004, and Cost Element Summary.

(2) Factor 8: Cost Realism.

(Refer further to Section M.3.G when developing this section of the proposal.)

All proposed costs will be evaluated via a cost realism analysis to determine the probable cost of performance for each Offeror. This analysis is the process by which the Government will independently review and evaluate specific elements of each Offeror's proposed cost estimate to determine whether the estimated proposed cost elements are: realistic for the work to be performed, reflect a clear understanding of contract requirements, and are consistent with the unique methods of performance and materials described in the Offeror's Technical Proposal. The Government's estimated probable cost may differ from the Offeror's proposed cost. The probable cost will be determined by adjusting each Offeror's proposed cost and fee, and cost sharing when appropriate, to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis. Unrealistic or unbalanced proposed costs may represent a high risk to the Government. The evaluated risk will be used in the Government's best value decision.

(3) Factor 9: Commitment to Small Business.

(Refer further to Section M.3.H when developing this section of the proposal.)

NOTE: This section is applicable to all Offerors including small businesses, education institutions and nonprofits. Any Offeror who fails to address this factor may be considered "non-responsive" to the solicitation and may not be considered for award. Under this solicitation, Offerors are strongly encouraged to provide meaningful business opportunities to small businesses, HUBZone small businesses, small disadvantaged businesses, woman-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and minority institutions. Each Offeror is required to submit its "Commitment to Small Business Statement and Offer" document. This document shall provide a narrative that describes the Offeror's intent and commitment to the use of small and small disadvantaged businesses in conducting the tasks under the contract. Specifically, the

“Commitment to Small Business Statement and Offer” should address the following*:

- (a) The extent to which such firms, (i.e., small, HUBZone small, small disadvantaged, woman-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and minority institutions) would be used to perform tasks outlined in Section C;
- (b) The extent of commitment to use such firms for subcontracting opportunities;
- (c) The complexity and variety of the work small firms are to perform;
- (d) Offeror’s past performance on utilization of small business concerns in contract performance (as identified in the Commitment to Small Business Statement and Offer)

* - Where no subcontracting of the outlined tasks is anticipated, the Offeror should indicate how these commitments are being handled within its own internal operations (such as purchase of office supplies, janitorial, security or other general service or supply items)

If the Federally mandated goals cannot be met, the Offeror shall provide an explanation as to why these goals cannot be met. The following link provides guidance and information regarding ONR small business plans and commitment: <http://www.onr.navy.mil/osb/>

Pursuant to FAR 52.219-9, all Offerors, with the exception of Small Businesses, are required to submit a Small Business Subcontracting Plan. Prior to contract award, the Contracting Officer shall review and approve any Small Business Subcontracting Plan submitted by the successful Offeror. The Plan will become part of the Contract.

(D) DCMA ACO/DCAA/DHHS.

The Offeror shall identify the cognizant points of contact within the Defense Contract Management Agency (DCMA) Administrative Contracting Officer (ACO), the Defense Contract Audit Agency (DCAA) offices, and the Department Health and Human Services (DHHS) (for Non-Profit organizations), able to confirm the Offeror’s labor and indirect rates, the organization’s accounting system, and information regarding the latest forward pricing rate agreement, if any such agreement exists.

ONR 0182 Inquiries Concerning the RFP

(A) Solicitation Questions/Comments. Any questions concerning the RFP must be submitted via e-mail to the Contract Negotiator specified in Block 10 of the Standard Form 33, Solicitation, Offer and Award, no less than fifteen (15) days before closing. The Government will not consider questions received after that date. Offerors may not direct questions concerning this RFP to technical personnel at the Office of Naval Research. Questions shall only be submitted via e-mail. No questions will be answered that are submitted via telephone or fax.

(B) Discrepancies. If an Offeror believes that the requirements in these instructions contain an error, omission, or are otherwise unsound, the Offeror should immediately notify the Contract Negotiator in writing with supporting rationale. The Offeror is reminded that it is the Government’s intent to award this effort based on initial proposals received, and without discussions or opportunities to refine proposals or correct information provided in the initial proposals.

ONR 0183 Bid and Proposal Costs

The Government shall not reimburse, as a direct cost, the Offeror’s bid and proposal costs associated with proposals under this solicitation.

ONR 0184 Use of Non-Government Advisors

The Government will use the following non-Government advisors as technical experts to support the evaluation process:

Rick Shindell

These non-Government advisors will be authorized access to only data and those discussions that are necessary to enable it to provide specific guidance on specialized matters or on particular problems. Each employee of the non-Government advisor will sign a non-disclosure agreement prior to gaining access to any proprietary Offeror-sensitive information.

SECTION M - Evaluation Factors for Award

ONR 0185 Basis for Award

The Government will select the proposal determined of best value, based upon an integrated assessment of all evaluation factors. The Government will make a determination of the overall value of each proposal in terms of its potential to best satisfy the needs of the Government, cost and all other factors considered.

ONR 0186 Evaluation Criteria

(A) Proposals will be evaluated in accordance with the following criteria:

Technical Factors:

Factor 1: Capabilities of Proposed Solution

Factor 2: Understanding of Requirement and Technical Approach

Factor 3: Team Composition and Management Plan

Factor 4: Past Experience Performing Similar Efforts

Factor 5: Time to Provide Operational Capability

Cost Factors:

Factor 7: Cost

Factor 8: Cost Realism

Factor 9: Commitment to Small Business

(B) The Technical Factors are more important than the Cost Factors.

(C) All proposals will be evaluated for technical and management capability and will receive an evaluation rating for each factor. The six Technical Factors are listed in descending order of

(D) Those proposals deemed technically acceptable will also be evaluated on the cost factors. Because technical considerations are more important than cost, the closer the technical scores of the various proposals are to one another, the more important cost considerations become.

ONR 0187 Evaluation of Technical Factors

(A) Factor 1: Capabilities of Proposed Solution.

Capabilities of Proposed Solution will be evaluated on the following elements:

- The degree the proposed solution meets all of the requirements listed in the Statement of Work for Delivery Order 0001
- The degree the proposed solution demonstrates the required characteristics in the Use Case Scenarios.

(B) Factor 2: Understanding of Requirement and Technical Approach.

Requirement and Technical Approach will be evaluated on the following elements:

- The degree the proposed solution includes a Project Management Plan with Schedule identifying the major tasks necessary to establish and launch SBIRU with initial content as described in Section C for Delivery Order 0001.
- The degree the proposed Project Management Plan with Schedule identify all tasks necessary to add to SBIRU all the content described in Appendix A?
- The degree the proposal identifies System design architecture for user registration/profiles, course administration, content collection/storage/authoring, web hosting/cloud services, and data reporting as required by the Statement of Work.

(C) Factor 3: Team Composition and Management Plan

Team Composition and Management Plan will be evaluated based on the following elements:

- The degree the SME resumes and identified key personnel demonstrate recent and relevant experience and knowledge in the areas of on-line training management, course development, and related infrastructure establishment.
- The degree the proposed SME resumes and key personnel demonstrate recent and relevant experience and knowledge in the identified training areas of interest in Appendix A from which training courses and instructors will be drawn.
- The degree the proposal describes how tasks will be managed, work allocated, and priorities determined to meet the requirements identified in Section C.

(D) Factor 4: Experience Performing Similar Efforts.

Experience Performing Similar Efforts will be evaluated based on the following elements:

- The degree the proposal demonstrates prior experience in providing the same or similar courses to SBCs.
- The degree the proposal demonstrates the extent, depth and quality of recent experience in providing “on-line” education in a corporate or university setting.
- The degree the proposal demonstrates the extent, depth and quality of recent experience in providing web hosted or cloud services for an activity of this scale.

(E) Factor 5: Time to Provide Operational Capability

Time to Provide Operational Capability will be evaluated based on the following element:

- The degree the proposal demonstrates the ability to provide initial operational capability within the time limits described in the Statement of Work for Delivery Order 0001.
- The degree the proposal demonstrates the ability to provide expanded capability covering all identified training areas of interest in Appendix A within the time limits described in Section C.

(F) Factor 6: Past Performance.

Past Performance will be evaluated based on the following elements:

- Past performance on similar projects in terms of technical accomplishments, technical transitions, on-time completions and financial management
- The extent, depth and quality of recent corporate experience in performing similar work.
- If any performance problems, the demonstrated ability to ensure corrective actions have been implemented and the effectiveness of those actions

(G) Factor 7. Cost.

Offeror’s proposed cost for Delivery Order 0001 will be evaluated using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed costs are reasonable, realistic, and complete.

(H) Factor 8. Cost Realism.

Cost realism will be evaluated on the basis of the proposed cost versus the level of technical/management effort required. Offerors will be evaluated on their ability to project costs which are realistic and reasonable and which confirm that the Offeror understands the nature and scope of work to be performed.

(I) Factor 9. Commitment to Small Business.

The Offeror will be evaluated for its overall commitment to provide meaningful business opportunities to small businesses, HUBZone small businesses, small disadvantaged businesses, woman-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and minority institutions. This includes:

- The extent to which qualifying small businesses are identified in the proposal;
- The extent of commitment to use such entities. If little or no subcontracting of the outlined tasks is anticipated, the Offeror should note other opportunities for using these entities in its own internal operations (such as purchase of office supplies, janitorial, security or other general service or supply items);
- The complexity and variety of the work small firms will perform;
- Offeror’s past performance on utilization of small business concerns in contract performance; and,
- The degree to which any Small Business Subcontracting Plan meets at least the following Congressionally-mandated goals (or a credible explanation as to why these goals cannot be met):

SUBCONTRACTING GOALS	CURRENT STANDARD % of AVAILABLE DOLLARS
Small Business (SB) (includes HUBZone Small Business concerns)	35%
Service-Disabled, Veteran-Owned, Small Business (SDVOSB)	3%
Small-Disadvantaged Business (SDB)	5%
Woman-Owned Small Business (WOSB)	5%