

SOLICITATION, OFFER AND AWARD		1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9	PAGE OF PAGES 1 43	
2 CONTRACT NUMBER		3. SOLICITATION NUMBER N00014-15-R-0003	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 03/09/2015	6 REQUISITION/PURCHASE NUMBER
7 ISSUED BY Office of Naval Research Brian Kehoe Code 254, 12th Floor (W1252B) 875 North Randolph Street Arlington VA 22203		CODE N00014	8 ADDRESS OFFER TO (If other than Item 7)		

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

SOLICITATION

9 Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1400 ET local time 04/09/2015
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME Brian Kehoe	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS brian.kehoe@navy.mil
		AREA CODE 703	NUMBER 588-2440	EXT	

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OFFER (Must be fully completed by offeror)

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

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

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

AWARD (To be completed by government)

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

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	<p>FOB: Destination</p> <p>The contractor shall operate and manage the Manufacturing Technology (ManTech) Navy Center for Advanced Manufacturing of Electro-Optics and perform research on approved ManTech and Non-ManTech Program technical projects in accordance with Section C, and all task and delivery orders issued hereunder.</p> <p>NOTE: Delivery/Task orders will be issued on a cost-share (CS), cost no fee, or cost-plus-fixed fee (CPFF) basis, as indicated in each order. (See Section G, ONR Clause No. 190 for Minimum Contract Guarantee and Maximum Potential)</p>				

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 CLIN 0001 is to provide for an instrument under which orders can be issued for:

A. The management, administration and technical oversight of the Navy's Center for Advanced Manufacturing of Electro Optics (CAMEO) and the performance of Special Projects, which will be awarded as Task Order 0001, per Section J, Attachment 1, entitled "Navy ManTech Center for Advanced Manufacturing of Electro Optics (CAMEO) Statement of Work."

B. The development and management of Navy ManTech projects for the Navy's Center for Advanced Manufacturing of Electro Optics (CAMEO), which will be awarded as Order 0002, per Section J, Attachment 1 entitled "Navy ManTech Center for Advanced Manufacturing of Electro Optics (CAMEO) Statement of Work."

(3) 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 0045 Inspection and Acceptance

Responsibility for inspection and acceptance of the deliveries and services under this contract and any ensuing order(s) will be accomplished by the Program Officer designated in Section F of this contract or such other Program Officer as may be designated in the individual task order.

ONR 0120 Inspection and Acceptance- Order

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

Office of Naval Research
Attn: To Be Completed at Time of Award
875 North Randolph Street
Arlington, VA 22203-1995
Telephone: To Be Completed at Time of Award
E-Mail: To Be Completed at Time of Award

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

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

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 the applicable task order). The address for the cognizant Program Officer is as follows:

Office of Naval Research
875 North Randolph St.
Attention: To Be Completed at Time of Award
Code: To Be Completed at Time of Award
Arlington, Virginia 22203-1995

SECTION G - Contract Administration Data

DFARS 252.232-7006 Wide Area WorkFlow Payment Instructions. (MAY 2013)

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

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

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

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

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

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

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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

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

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

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

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

Invoice/Receiving Report (COMBO).

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

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

To be completed at time of award.

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	To be completed at time of award
Issue By DoDAAC	N00014
Admin DoDAAC	To be completed at time of award
Inspect By DoDAAC	N/A
Ship To Code	N00014
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	For Cost: Admin DoDAAC
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	To be completed at time of award
Other DoDAAC(s)	N/A

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

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

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

To be completed at time of award

[(Contracting Officer: Insert applicable email addresses or "Not applicable.")]

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

For clarification regarding invoicing contact: Navy WAWF Help Line: 1-800-756-4571 (Option 6). For Payment Issues Only contact: ONR.NCR.BD021.list.All@navy.mil

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

(End of clause)

ONR 0021 Incrementally Funded Orders

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 (and will be modified depending on order type):

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 0066 Payment of Allowable Costs & Fixed Fee (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," shall not exceed the amount set forth as "Estimated Cost" in each Task Order, and is 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 each Task Order, 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 each Task Order 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 withholds in accordance with the provisions of FAR 52.216-8.

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]

ONR 0132 Payment of Allowable Costs

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

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

ONR 0152 Method of Payment

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.

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 0188 Technical Projects Approved Under this Contract

(1) One or more Delivery Orders for Navy ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	CLIN	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Cost	Fixed Fee	Total Cost
ACRN:									
\$									

(To be completed as technical projects are approved)

(2) One or more Delivery Orders for Non-ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Description	Participants	Period of Performance	Cost	Fixed Fee	Total Cost
ACRN:						
\$						

(To be completed as technical projects are approved)

(3) Special Projects and Rapid Response Projects, if approved by the ONR Program Officer, may be performed under Delivery Order 0001, COE Operations and Management (for Special Projects) and under Delivery Order 0002, Project Development and Management (for Rapid Response Projects), and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Project Type (Rapid Response, etc)	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Cost	Fixed Fee	Total Cost

ACRN:									
\$									

(To be completed as technical projects are approved)

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 \$125,000 (one hundred twenty-five thousand dollars). The maximum dollar amount the Government may order under this contract is \$45,000,000 (forty-five 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.

ONR 0191 Task Order Minimum/Maximum Quantity

The minimum order value for any given Task/Delivery Order issued under CLIN(s) 0001 may not be less than \$25,000. The maximum order value for any given Task/Delivery Order issued under CLIN(s) 0001 may not be greater than the maximum value stated under each CLIN.

ONR 0192 Type of Contract.

(a) This is an Indefinite-Delivery/Indefinite Quantity (IDIQ) Task/Delivery Order Contract, which allows issuance of orders on a cost-plus-fixed-fee (CPFF) basis, cost (no fee) basis, Cost Share basis.

(b) Delivery/Task orders will be issued on a cost-plus-fixed-fee, cost (no fee), or cost-share basis, as indicated in each order.

SECTION H - Special Contract Requirements

ONR 0070 Consent to Subcontract and/or Hire Consultants

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

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 has delegated contract administration to the Administrative Contracting Officer (ACO) at the cognizant Contract Administration Office (Block 7 of this DD Form 1155 or Block 6 of the Standard Form 26). Although ONR has provided authority to subcontract for the preceding list of subcontracts, ONR is not retaining any post award function for the consent of subcontracts in accordance with FAR 42.302(a)(51). Therefore, any consents to subcontract required in accordance with FAR 52.244-2 after

contract award shall be submitted to the ACO for action.

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 OMB Circular A-21.

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 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 0173 Cost Sharing Minimum

The Government anticipates cost sharing for the research work to be performed under Navy ManTech Projects. The parties recognize that the appropriate level of cost share will be negotiated for individual technical projects and will be identified in Section G-ONR 0188.

ONR 0174 Estimated Cost and Cost Sharing

(Amounts to be inserted at time of individual Task Order award).

(a) It is estimated that the total cost of performing the work under this contract will be \$_____.

(b) For performance of the work under this contract, the Contractor shall be reimbursed for not more than _____ percent of the costs of performance determined to be allowable under the Allowable Cost and Payment clause. The remaining _____ percent or more of the costs of performance so determined shall constitute the Contractor's share, for which it will not be reimbursed by the Government.

(c) For purposes of the FAR 52.232-20, Limitation of Cost, the total estimated cost to the Government is hereby established as \$_____ [insert estimated Government share]; this amount is the maximum Government liability.

(d) The Contractor shall maintain records of all contract costs claimed by the Contractor as constituting part of its share. Those records shall be subject to audit by the Government. Cost contributed by the Contractor shall not be charged to the Government under any other grant, contract, or agreement (including allocation to other grants, contracts, or agreements as part of an independent research and development program).

ONR 0175 Orders

(a) General

For the purposes of this RFP, the terms "Task Order" and "Delivery Order" are used interchangeably.

(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) Task Orders may be placed at any time during the ordering period specified. Completion tasks may continue until the ordered effort is completed. Task Orders may be issued on a Cost-Plus Fixed-Fee (CPFF), Cost, or Cost Share 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 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/Contracts-Grants/submit-proposal/contracts-proposal/~/media/Files/Contracts->

ONR 5252.237-9705 Key Personnel (DEC 1988)

(a) The Contractor agrees to assign to the contract tasks those persons whose resumes were submitted with its proposal and who are necessary to fulfill the requirements of the contract as "key personnel". No substitutions may be made except in accordance with this clause.

(b) The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 30 days in advance, 90 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:

To be completed at time of award

ONR 5252.242-9718 Technical Direction (FEB 2002)

(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)

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. (MAY 2014)

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

FAR 52.203-7 Anti-Kickback Procedures. (MAY 2014)

FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)

FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)

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

FAR 52.203-13 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 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards. (JUL 2013)

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

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 52.215-21 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 the latest delivery date specified in any order issued under the contract.

(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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

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

FAR 52.219-8 Utilization of Small Business Concerns. (MAY 2014)

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 52.219-28 Post-Award Small Business Program Rerepresentation. (JUL 2013)

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. (JUL 2014)

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

FAR 52.222-37 Employment Reports on Veterans. (JUL 2014)

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 1 (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. (MAY 2014)

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

FAR 52.230-2 Cost Accounting Standards. (MAY 2014)

FAR 52.230-3 Disclosure and Consistency of Cost Accounting Practices. (MAY 2014)

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. (MAY 2014)

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. (MAY 2014)

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. (MAY 2014)

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

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

FAR 52.233-4 Applicable Law for Breach of Contract Claim. (OCT 2004)

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 2014)

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. (JUL 2014)

FAR 52.245-1 Government Property. (APR 2012)

FAR 52.245-9 Use and Charges (APR 2012)

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): <http://www.acquisition.gov/far/>

(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 DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

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

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. (SEP 2013)

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. (FEB 2014)

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 252.204-7012 Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

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. (MAR 2014)

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). (AUG 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. (FEB 2014)

DFAR 252.227-7014 Rights in noncommercial computer software and noncommercial computer software documentation. (FEB 2014)

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. (MAY 2014)

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. (APR 2014)

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

DFAR 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010) (FEB 2015)

DFAR Deviations 252.225-7993 Prohibition on Contracting with the Enemy (Deviation2014-O0008) (FEB 2014)

(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 who 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	Attachment 1 CAMEO Statement of Work	09/04/2014	15		BASE
2	Attachment 2 COE Key Personnel Qualifications	09/04/2014	2		BASE
3	Attachment 3 CAMEO Report Formats	09/04/2014	5		BASE
4	Attachment 4 CAMEO Labor Rates and Factors	09/04/2014	2		BASE
5	Attachment 5 COR Appointment	09/04/2014	3		BASE
6	Attachment 6 Quality Assurance Surveillance Plan	09/04/2014	8		BASE
L-001	Attachment L- 001 Key Personnel	09/04/2014	1		BASE
L-002	Past Performance Questionnaire	09/04/2014	2		BASE
L-003	CAMEO Cost Element Summary Spreadsheet	09/04/2014	7		BASE
L-004	CAMEO Deliverables	09/04/2014	1		BASE
L-005	Project Level Deliverables	09/04/2014	1		BASE

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

Representations and Certifications must be completed in accordance with Section H, ONR 0178 *Representations, Certifications, and Other Statements of Offerors*, and Section L, FAR 52.204-7 *System for Award Management*.

FAR 52.222-38 Compliance with Veterans' Employment Reporting Requirements (SEP 2010)

DFAR 252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements – Representation. (DEVIATION 2015-O0010) (FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause. (End of clause)

DFARS 252.209-7992 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2015 Appropriations (DEVIATION 2015-000005) (DEC 2014)

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), (APR 2014)

(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, 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 -

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

The Government contemplates award of an indefinite delivery indefinite quantity 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:

Brian Kehoe, Contracting Officer
875 N. Randolph Street
Arlington, VA 22203

(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 x 40 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 0177 Security Classifications Guidance (DD FORM 254)

a) A Contract Security Classification Specification (DD Form 254) will be included under a Task Order when applicable. Any applicable security classification guides identified on the DD Form 254 are not attached. The information contained in the guides is not considered to be necessary for submitting proposals. The project plan proposals shall be marked in accordance with the provisions of the National Industrial Security Program Operating Manual [NISPOM] (DOD 5220.22M). Tentative classification markings shall be:

Derived From: DD Form 254
Declassify On: To be determined by ONR Program Officer

The ONR Program Officer shall be responsible for assigning final classification markings.

b) If the Offeror currently holds the applicable guides, any classified proposal shall be derivatively marked in accordance with the guides and Executive Order 12958, further amended by Executive Order 13291.

c) If necessary, the guides shall be provided to the successful offeror with the contract award.

ONR 0179 General Instructions for Submissions of Technical and Cost Proposals

(A) Offerors are expected to be sufficiently knowledgeable of the missions and administrative procedures of the Navy ManTech Centers of Excellence to adequately prepare their offers and other proposal information to be submitted under this solicitation. Information relating to operational, strategic plans and technical programs is available from various documents, some of which can be accessed on the Internet at the Navy ONR Website: <http://www.onr.navy.mil>.

(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 five (5) paper copies and one (1) electronic copy (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 50 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 may 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 I, Page 1).

(2) Foldouts of charts, tables, diagrams, or drawings should not exceed 11" X 17", 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 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. N00014-15-R-0003
Closing Date: (As Specified in Block 9 on Page 1 of the RFP.)
Attn: Brian Kehoe, ONR 254
Office of Naval Research
875 North Randolph Street
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.

(K) Assumptions for Technical and Cost Proposals.

For the purposes of the COE Operations and Management (D.O. 0001) proposal, the Offeror shall use the following assumptions when preparing technical and cost proposals:

- One Special Project of \$50K/year.
- COE-level deliverables as referenced in Section J, Attachment L-004, CAMEO Deliverables.

For the purposes of the Project Development and Management (D.O. 0002) proposal, the Offeror shall use the following assumptions when preparing technical and cost proposals:

- A typical Navy ManTech project load of 10 projects of an average duration of 24 months and total ManTech project funding of \$2.000M. Include only project development and project management costs in proposal (actual project cost not to be included).
- One Rapid Response project of \$100K/year – include both project management cost as well as actual Rapid Response project cost.
- Project management costs for typical project shall include project-level deliverables as referenced in Section J, Attachment L-005, Project-Level Deliverables.

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 ManTech Center for Advanced Manufacturing of Electro Optics (CAMEO COE).

(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: COE Operations and Management
- Factor 2: Project Development and Management
- Factor 3: Past Performance
- Factor 4: Key Personnel and Staffing
- Factor 5: Facilities
- Factor 6: Cost Share

(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: COE Operations and Management.

The Offeror shall describe how Center will be organized and how its operation and management will be conducted. When award is made to a chosen offeror, this portion of the proposal (referred to as COE Operations and Management) will be awarded as Delivery Order 0001 issued at the same time of contract award. In describing its capability, the Offeror shall discuss its approach and experience in performing these activities.

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

(a) Understanding of Requirement. The Offeror shall provide a narrative of the Offeror's understanding of ONR's task requirements outlined in Section C of this solicitation and Attachment I, entitled, "Navy ManTech Center for Advanced Manufacturing of Electro Optics (CAMEO) Statement of Work". The Offeror shall discuss its capabilities to accomplish the task requirements through relevant knowledge of ManTech advanced Electro Optics manufacturing technologies and their transition from development stages into industrial applications, manufacturing of Navy or DoD weapon systems, and/or implementation into the U.S. Electro Optics industrial base. Include the Offeror's understanding of managing and operating a Center of Excellence program to include execution of RDTE, DoD Budgeting, Federal Government Contracting, etc. It is important that the Offeror's proposal provide evidence of detailed knowledge of and/or experience in performing the identified tasks in the same or similar environment(s).

(b) Center Organization. The Offeror shall describe its Center Organization as follows:

(1) Organization Structure: The Offeror's organization structure (include an organization chart) to manage the Center of Excellence to include rationale for the organization structure; proposed roles, responsibilities, and lines of authority; the level of integration of the major functions of the Center of Excellence; and how the organization structure promotes individual and organization accountability to manage the Center of Excellence;

(2) Teaming: The Offeror may be a single entity or multiple entities via a joint venture or teaming arrangement of multiple entities.

(i) If a joint venture or teaming arrangement is proposed, include a table identifying each Offeror or subcontractor company name, address, point of contact and telephone, and percentage of contract workload;

(ii) The Offeror shall describe in narrative the roles and responsibilities of the Offeror's joint venture or team arrangement, if applicable, to manage the Center of Excellence to include roles and responsibilities of each individual team member; How the subcontracting/teaming arrangement will function as a well integrated, seamless business unit; and how the team members will hold each other accountable for overall contract performance;

(iii) The Offeror must also submit letters of commitment for all of its proposed team members, agencies, or companies to provide the support outlined in the above (1) and (2), (letters can be placed in an appendix and are not included in the page limitation) and;

(iv) The extent of participation as a team member of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, or woman-owned small business concerns.

(c) Center Operations and Management. The Offeror shall describe a viable approach to how the Center will be operated and managed, with minimal overhead expenses, in its core mission to develop Electro Optics naval platform-related manufacturing technologies and transition the technology for implementation in the U.S. Electro Optics industrial base. This includes the management of the CAMEO COE as a whole. Describe the management approach to be utilized to ensure appropriate interface with the Government COR to facilitate task progress, communication, and understanding among all necessary parties. Describe how the Center will provide the required program support, such as generation of COE-level deliverables and reports, and respond to any and all applicable data calls.

(d) Naval Technical Advisor. The Offeror shall describe its approach, qualifications, ability, and experience in providing technical evaluations and assessments on specific electro optics technology and other naval related technologies.

(1) Special Projects. The Offeror shall describe its approach, qualifications, ability, and experience in executing special projects, related to serving as a Naval Technical Advisor, such as build strategy development, industrial base benchmarking surveys, technology roadmap development, technology assessments, etc.

(e) Connectivity. The Offeror shall describe its approach and experience in developing and maintaining working relationships and technical interchanges with DoD EO Laboratories and the US EO industrial base utilizing these relationships to facilitate technology transfer of manufacturing technology to industry and in developing and maintaining working relationships with various Navy commands and program management offices.

(f) Outreach Activities. The Offeror shall describe its approach and experience in performing outreach activities to include:

- (1) Providing uninterrupted maintenance of the CAMEO public domain website and server.
- (2) Providing promotional materials and logistics support for exhibits, demonstrations, conferences, workshops, and displays.
- (3) Attending and showcasing the CAMEO mission and accomplishments at conferences and trade shows, such as the Defense Manufacturing Conference.
- (4) Distribution of a newsletter on a minimum quarterly basis to key government and industry personnel.
- (g) Center Business Operations. The Offeror shall describe its ability to manage and administer successfully a system of internal controls for all business and administrative operations.

(1) COE Performance Management. The Offeror shall describe the in-house financial management system (i.e., Earned Value Management System (EVMS) or equivalent) it will employ to help the ONR Program Officer measure the performance and effect corrective actions as needed for each of the tasks. This system must be capable of accurately tracking expenditures, analyzing the expenditure of funds in light of work accomplished and quantifying technical problems in terms of cost and schedule. Favorable and unfavorable cost and/or schedule variances that exceed +/- 20% shall be identified and reported along with proposed corrective actions. This does not need to be a complex EVMS. It is intended to provide a simple means of correlating technical progress to budget progress.

(2) COE Performance to Fiscal Benchmarks. The Offeror shall describe its approach and experience developing plans to meet government or similar obligation and expenditure fiscal benchmarks, track center performance with respect to these benchmarks, and develop "get well" plans if necessary.

(2) Factor 2: Project Development and Management.

The Offeror shall describe how project development will be conducted and its capability to develop, select, and manage projects. When award is made to a chosen offeror, this portion of the proposal (referred to as Project Development) will be awarded as Delivery Order 0002 and issued at the same time of contract award.

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

(a) Understanding of Requirement. The Offeror shall provide a narrative of the Offeror's understanding of ONR's task requirements outlined in Section C of this solicitation and Attachment 1, entitled, "Navy ManTech Center for Advanced Manufacturing of Electro Optics (CAMEO) Statement of Work". The Offeror shall discuss its approach and experience in performing technical project development and management. It is important that the Offeror's proposal provide evidence of detailed knowledge of and/or experience in performing the identified tasks in the same or similar environment(s).

(b) Project Development. The Offeror will describe a process and strategies for the identification, development, and selection of technical Navy ManTech projects. This includes the demonstration of an effective project solution identification process that includes a method of identifying and prioritizing EO

manufacturing technologies that are highly likely to be implemented by industry and support Navy acquisition program needs. Describe the process for selecting viable solutions to meet Navy needs and how project plans will be developed and delivered in a timely manner to the Government for approval. Include the Offeror's experience and track record of working with Government program offices and industry to identify needs and appropriate technology solutions.

(c) Project Management. The Offeror shall describe its approach to manage and successfully execute the projects to achieve the desired technical success and transition of technology within project schedule and budget. Describe how factors such as technology implementation risk and financial return (i.e., as affordability assessments, return on investment, cost savings or avoidance, etc.) will be monitored during the project and what techniques will be used to improve these factors over the life of the project.

(3) Factor 3: Past Performance.

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

(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 50-page technical proposal limit.

(4) Factor 4: Key Personnel and Staffing.

The Offeror shall describe how Key Personnel requirements will be met and how it will provide adequate staffing.

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

(a) Key Personnel.

The Offeror shall describe "Key Personnel" including the COE Director, COE Technical Director, and Business Manager and any additional personnel who report directly to the CAMEO COE Director who the Offeror considers essential for the management and operation of the Center of Excellence. It is recognized that the number and exact functions for these direct reports will vary with the organizational structure proposed.

Provide written resumes for each of the Key Personnel. Resumes will show each key person's general qualifications, education, recent experience with similar contracts and types of technical projects, and specific pertinent accomplishments. For those Key Personnel who will not be assigned full time to this Contract, show the approximate percentage of work to be performed.

Submit a completed Key Personnel List utilizing the format provided in Section J, Attachment L-001. The qualifications for these positions are stated in Section J, Attachment No. 2. The identified Key Personnel will be listed in Clause H-7 of the Contract at time of award.

(b) Proposed COE Director and COE Technical Director. Describe the stature in the manufacturing technology community and the related experience of the proposed COE Director and COE Technical Director. Demonstrate the COE Director's and COE Technical Director's ability to lead the Center's technology development and operations through experience in and broad understanding of: (a) technology development and manufacturing, particularly with respect to advanced manufacturing of electro optics components, subsystems and systems; (b) working cooperatively with the defense industry; (c) identifying technology needs and effecting technology transition; and (d) ONR ManTech Center of Excellence operations and business functions.

(c) Staffing.

(1) Provide a matrix indicating proposed labor hours by skill category required to perform the statement of work for Delivery Order 0001. Delivery Order 0001 shall consist of a two-year base and three one-year options. A second matrix should be provided indicating proposed labor hours by skill category required to perform the statement of work for Delivery Order 0002. Delivery Order 0002 shall consist of a two-year base and three one-year options. These two matrices shall not contain labor rates or any other indication of specific cost or pricing data.

(2) Demonstrate a sound and efficient approach to the management of personnel and organizational resources required to meet the task requirements. Address how the variety and completeness of the proposed staff will facilitate a timely and cost-effective team management (Government/industry) process for evaluating ManTech projects for selection/execution, as well as prioritizing and selecting advanced manufacturing technology solutions for Navy weapon/sensor system needs. Address the availability and capabilities of proposed staff to operate and manage the Center for Advanced Manufacturing of Electro Optics (CAMEO) in a cost-effective manner. ONR is not only interested in receiving proposals with upper level management and technical personnel (i.e., Key Personnel) but also lower level technical and operational personnel to accomplish less complex task orders.

(5) Factor 5: Facilities.

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

The Offeror shall describe the plan to establish and maintain a verified and independent test facility to evaluate the results of advanced EO manufacturing projects.

The Offeror shall state if it holds a Secret Facility Clearance with Secret Safeguarding or describe a plan to obtain the clearance. Also, the Offeror shall describe the classified and unclassified meeting spaces at the Offeror's facility or to which the Offeror has access.

(6) Factor 6: Cost Share.

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

The Offeror will describe in detail its process for obtaining quality cost share to leverage Navy investment for technical work on Navy ManTech projects. Emphasis will be placed on cost sharing, leveraging, and minimizing administrative and facility infrastructure, maintenance, and indirect costs. Identify and offer other innovative methods to augment Navy investment and maximize the proportion of Navy funding percentage available for technical efforts.

ONR 0181 Instructions for the Preparation of Cost Proposals

(A) Non-Technical Factors:

Factor 7: Cost

Factor 8: 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 when developing this section of the proposal.)

The Offeror shall provide detailed cost proposals (separate and totaled) for COE Operations and Management (D.O. 0001) and Project Development and Management (D.O. 0002) to include cost summary information for the base period and three one-year option periods.

For the purposes of the COE Operations and Management (D.O. 0001) proposal, the Offeror shall use the following assumptions/instructions when preparing cost proposals:

- One Special Project of \$50K/year.
- Special Projects costs shall be shown separately from COE Operations and Management Costs.
- COE-level deliverables as referenced in Section J, Attachment L-004, COE-Level Deliverables.

For the purposes of the Project Development and Management (D.O. 0002) proposal, the Offeror shall use the following assumptions when preparing cost proposals:

- A typical Navy ManTech project load of 10 projects of an average duration of 24 months and total ManTech project funding of \$2.000M. Include only project development and project management costs in proposal (actual project cost not to be included).
- One Rapid Response project of \$100K/year – include both project management cost as well as actual Rapid Response project cost.
- Project management costs for typical project shall include project-level deliverables as referenced in Section J, Attachment L-005, Project-Level Deliverables.

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 8: Commitment to Small Business.

(Refer further to Section M 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/Contracts-Grants/small-business.aspx>

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.

(E) Fee. Offerors can propose fixed fee for Delivery Order 0001, COE Operations and Management; Delivery Order 0002, Project Development and Management; and Non-Navy ManTech activity. Offerors may propose Cost-Sharing for Navy ManTech Project efforts. For Delivery Orders 0001 and 0002 and Non-Navy ManTech effort, current ONR policy caps fixed fee at 5% for in-house effort and 1% pass-through fee on any subcontracted effort, including consultants.

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.

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: COE Operations and Management
- Factor 2: Project Development and Management
- Factor 3: Past Performance
- Factor 4: Key Personnel and Staffing
- Factor 5: Facilities
- Factor 6: Cost Share

Non-Technical Factors:

- Factor 7: Cost
- Factor 8: Commitment to Small Business

(B) The Technical Factors are significantly more important than the Non-Technical 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 importance except as noted hereafter. Factors 1 and 2 are of equal importance and each is more important any of the remaining factors. Factors 3 and 4 are also of equal value, and each is more important than Factor 5 and 6.

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

ONR 0187 Evaluation of Technical Factors

(A) Factor 1: COE Operations and Management.

COE Operations and Management will be evaluated on the following elements:

- The Offeror's depth of understanding of the manufacturing, development and deployment of electro optics and advanced manufacturing technologies, processes, and practices.
- Proposed organizational structure is reasonable and efficient.
- Proposed approach to center management is viable and maximizes the Navy ManTech return on investment while minimizing management and overhead expenses (including administrative, facility infrastructure, operation and maintenance costs).
- Demonstrated capability to be a national resource in electro optics and advanced manufacturing technology.
- Demonstrated formal relationships with relevant companies in the EO industrial base, DoD EO laboratories, and academia, and demonstrated ability to utilize these relationships to facilitate transfer of

ManTech developed technology.

- Demonstrated ability to conduct the required outreach activities.

COE Business Operations will be evaluated on the following elements:

- Ability to manage and administer successfully a system of internal controls for all business and administrative operations.
- Ability to employ an effective in-house financial management system (Earned Value Management System (EVMS) or equivalent).
- Value of its approach to and experience in meeting government fiscal benchmarks.

(B) Factor 2: Project Development and Management.

Project Development and Management will be evaluated on the following elements:

- Proposed process for technical project development including identification of effective project solutions likely to be implemented at U.S. electro-optics component and system manufacturers to support cost reduction measures for key Naval platforms.
- Demonstrated capability to effectively manage projects from technical, schedule, budget, implementation, and financial return perspectives.
- Demonstrated understanding of project-level deliverables.

(C) Factor 3: 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 work similar to managing a research center
- If any performance problems, the demonstrated ability to ensure corrective actions have been implemented and the effectiveness of those actions

(D) Factor 4: Key Personnel and Staffing.

Key Personnel and Staffing will be evaluated based on the following elements:

- Demonstrated qualifications of proposed Key Personnel.
- Utilization of a sound and efficient approach to the management of personnel and organizational resources required to meet the task requirements.
- Availability of qualified technical personnel and management personnel, with recent and relevant experience to effectively operate and manage the Center for Advanced Manufacturing of Electro Optics (CAMEO) and to support these ManTech initiatives in a timely and cost-effective manner.
- Demonstrated competence of the Center Director and Center Technical Director in leading manufacturing technology efforts.

(E) Factor 5: Facilities.

Facilities will be evaluated based on the following element:

- The Offeror's plan to establish and maintain a verified and independent test facility to evaluate the results of advanced EO manufacturing and technology projects.
- Possession of (or realistic and timely plan to obtain) Secret Facility Clearance with Secret Safeguarding and adequacy of the classified and unclassified meeting spaces at the Offeror's facility or to which the Offeror has access.

(F) Factor 6: Cost Share.

Cost Share will be evaluated based on the following elements:

- Value and effectiveness of the proposed process for obtaining quality cost share to leverage Navy investment for technical work on Navy ManTech projects.
- Quality of the proposed innovative methods to augment Navy investment and maximize the proportion of Navy funding percentage available for technical efforts.

(G) Factor 7. Cost.

Offeror's proposed cost for Delivery Order 0001: COE Operations and Management and Delivery Order 0002: Project Development and Management, 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.

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.

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, considering both Technical and Non-Technical Factors. The six Technical Factors are listed in descending order of importance. The Offeror's technical capability (as measured by the Technical Factors) is significantly more important than the Non-Technical Factors. Although the Non-Technical Factors are significantly less important than all of the technical factors combined, they will not be ignored. The degree of their importance will increase with the degree of equality of the task order proposals in relation to the other factors on which selection is to be based, or when the cost is so significantly high as to diminish the value of the technical superiority to the Government.

(H) Factor 8. 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 DOLLARS	CURRENT STANDARD % of AVAILABLE
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%