

**INFORMATION TO OFFERORS OR QUOTERS  
SECTION A - COVER SHEET**

*Form Approved  
OMB No. 9000-0002  
Expires Oct 31, 2004*

The public reporting burden for this collection of information is estimated to average 35 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (9000-0002), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person will be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number.

**PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS. RETURN COMPLETED FORM TO THE ADDRESS IN BLOCK 4 BELOW.**

<b>1. SOLICITATION NUMBER</b>  N00014-16-R-0012	<b>2. (X one)</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td style="width:50%;"><b>a. INVITATION FOR BID (IFB)</b></td></tr> <tr><td><b>X</b> <b>b. REQUEST FOR PROPOSAL (RFP)</b></td></tr> <tr><td><b>c. REQUEST FOR QUOTATION (RFQ)</b></td></tr> </table>	<b>a. INVITATION FOR BID (IFB)</b>	<b>X</b> <b>b. REQUEST FOR PROPOSAL (RFP)</b>	<b>c. REQUEST FOR QUOTATION (RFQ)</b>	<b>3. DATE/TIME RESPONSE DUE</b>  07 December 2015 2:00PM Eastern Local
<b>a. INVITATION FOR BID (IFB)</b>					
<b>X</b> <b>b. REQUEST FOR PROPOSAL (RFP)</b>					
<b>c. REQUEST FOR QUOTATION (RFQ)</b>					

**INSTRUCTIONS**

**NOTE:** The provision entitled "Required Central Contractor Registration" applies to most solicitations

1. If you are not submitting a response, complete the information in Blocks 9 through 11 and return to the issuing office in Block 4 unless a different return address is indicated in Block 7.
2. Offerors or quoters must include full, accurate, and complete information in their responses as required by this solicitation (including attachments). "Fill-ins" are provided on Standard Form 18, Standard Form 33, and other solicitation documents. Examine the entire solicitation carefully. The penalty for making false statements is prescribed in 18 U.S.C. 1001.
3. Offerors or quoters must plainly mark their responses with the Solicitation Number and the date and local time for bid opening or receipt of proposals that is in the solicitation document.
4. Information regarding the timeliness of response is addressed in the provision of this solicitation entitled either "Late Submissions, Modifications, and Withdrawal of Bids" or "Instructions to Offerors - Competitive Acquisition".

<b>4. ISSUING OFFICE</b> <i>(Complete mailing address, including Zip Code)</i>  The Office of Naval Research 875 North Randolph Street Arlington, VA 22203-1995 Attn: Lynn Christian ONR Code BD252	<b>5. ITEMS TO BE PURCHASED</b> <i>(Brief description)</i>  Electromagnetic Maneuver Warfare Command and Control Program
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<b>6. PROCUREMENT INFORMATION</b> <i>(X and complete as applicable)</i>	
<input checked="" type="checkbox"/>	<b>a. THIS PROCUREMENT IS UNRESTRICTED</b>
	<b>b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____</b>
	<b>c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____</b>
	<b>d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.</b>

**7. ADDITIONAL INFORMATION** This procurement is restricted to those offerors that have a SECRET facility clearance with SECRET safeguarding. Proposals (number and kind of copies are specified in Section L.21) provided in a sealed envelope are due by 2:00PM Eastern Local Time on Monday 07 December 2015. No email, or faxed proposals will be accepted. Offers received after this date and time will be considered late in accordance with Section L, FAR Provision 52.215-1, Instructions to Offerors-Competitive Acquisition.

<b>8. POINT OF CONTACT FOR INFORMATION</b>	
<b>a. NAME</b> <i>(Last, First, Middle Initial)</i> Christian, Lynn	<b>b. ADDRESS</b> <i>(Include Zip Code)</i>  See Block 4
<b>c. TELEPHONE NUMBER</b> <i>(Include Area Code and Extension)</i> 703-696-1575	<b>d. E-MAIL ADDRESS</b> lynn.christian@navy.mil

<b>9. REASONS FOR NO RESPONSE</b> <i>(X all that apply)</i>	
<input type="checkbox"/> <b>a. CANNOT COMPLY WITH SPECIFICATIONS</b>	<input type="checkbox"/> <b>d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED</b>
<input type="checkbox"/> <b>b. UNABLE TO IDENTIFY THE ITEM(S)</b>	<input type="checkbox"/> <b>e. OTHER</b> <i>(Specify)</i>
<input type="checkbox"/> <b>c. CANNOT MEET DELIVERY REQUIREMENT</b>	

**10. MAILING LIST INFORMATION** *(X one)*  
WE  DO  DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.

<b>11a. COMPANY NAME</b>	<b>b. ADDRESS</b> <i>(Include Zip Code)</i>
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<b>c. ACTION OFFICER</b>	
<b>(1) TYPED OR PRINTED NAME</b> <i>(Last, First, Middle Initial)</i>	<b>(2) TITLE</b>
<b>(3) SIGNATURE</b>	<b>(4) DATE SIGNED</b> <i>(YYYYMMDD)</i>

**INFORMATION TO OFFERORS OR QUOTERS**  
**SECTION A – COVER SHEET (CONTINUED)**

7. Additional Information (Continued)

At this time, a pre-proposal conference is not planned for this solicitation. If a pre-proposal conference is later deemed to be necessary, details will be provided via an amendment to the solicitation.

There is no incumbent for this effort.

FOLD

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FOLD

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FROM

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b>	
<b>DATE (YYYYMMDD)</b>	<b>LOCAL TIME</b>

OFFICE OF NAVAL RESEARCH  
ATTN: Lynn Christian, ONR 0252  
875 NORTH RANDOLPH ST  
ARLINGTON, VA 22203-1995

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING N/A	PAGE OF PAGES 1   46	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00014-16-R-0012	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 11/06/2015	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Office of Naval Research (BD252) Lynn Christian 703 696-1575 Lynn.Christian@navy.mil 875 N. Randolph Street Arlington VA 22203-1995		8. ADDRESS OFFER TO (If other than Item 7) Office of Naval Research Attn: Lynn Christian 875 North Randolph Street W1272 Arlington, VA 22203			

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

**SOLICITATION**

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in \_\_\_\_\_ until 1400 ET local time 12/07/2015  
(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.

<b>10. FOR INFORMATION CALL:</b>	A. NAME Barbara L. Christian	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS lynn.christian@navy.mil
		AREA CODE 703	NUMBER 696-1575	EXT.	

**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	21
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	2	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	34
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	3	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	34
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	4	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	35
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	5	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	44
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	12				

**OFFER (Must be fully completed by offeror)**

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

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

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

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

**AWARD (To be completed by government)**

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

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

## **SECTION B - Supplies or Services/Prices**

### ***B 1 Supplies or Services/Prices***

<b>Item/Sub Number</b>	<b>Description</b>	<b>Product Service Code (PSC)</b>
0001	Base Ordering Period The contractor shall perform the effort described in Section C and provide reports and data in accordance with Exhibit A.	5865
0002	Option I Ordering Period The contractor shall perform the effort described in Section C and provide reports and data in accordance with Exhibit A.	5865

Funding will be issued via subsequent Orders.

The IDIQ contract minimum for CLIN 0001 is \$500.00. The contract minimum in the amount of \$500.00 will be satisfied by issuance of an order to all IDIQ awardees following the IDIQ awards.

The IDIQ contract maximum for CLIN 0001 is \$800,000,000.00

The IDIQ contract minimum for Option I (CLIN 0002) if exercised, is \$00.00

The IDIQ contract maximum for Option I (CLIN 0002) if exercised, is \$100,000,000.00

The maximum quantity and contract value for all orders issued against this contract (Base and Option) shall not exceed \$900,000,000.

## **SECTION C - Description/Specifications**

### ***C 1 Statement of Work***

The effort to be performed under CLIN 0001 and CLIN 0002 (if exercised) shall be subject to the requirements and standards in accordance with Attachment Number 1, Statement of Work, entitled "Electromagnetic Maneuver Command and Control Indefinite Delivery Indefinite Quantity". Contract Data Requirements will be specified in each order.

## **SECTION D - Packaging and Marking**

### ***D 1 Packaging and Marking***

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

### ***D 2 Clauses***

#### *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.

*ONR 5252.237-9707 Marking of Reports*

All reports delivered under the terms of this contract shall prominently show on the cover of the report:

- (1) Name and business address of the Contractor
- (2) Contract Number
- (3) Contract dollar amount
- (4) Whether the contract was competitively or non-competitively awarded
- (5) Sponsor Information: (Name, Activity, Office, Location.)

## **SECTION E - Inspection and Acceptance**

### ***E 1 Award Inspection and Acceptance***

Inspection and acceptance of the reports and/or other deliverables will be accomplished by the Contracting Officer's Representative (COR) designated in the individual order. The COR shall have thirty (30) days after delivery for acceptance. If the order includes a Not-Separately-Priced (NSP) CLIN(s) that is/are to be delivered before the current end date in the period of performance, the contractor shall use a receiving report in WAWF as a Material Inspection and Receiving Report in lieu of a DD Form 250 for each NSP CLIN due before the end of the current period. Otherwise, the receiving report required for the final report in Exhibit A can include the final report and any other NSP CLINs due at the same time.

### ***E 2 Clauses***

*FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996)*

*FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996) - Alternate I (JUL 1985)*

*FAR 52.246-2 Inspection of Supplies - Fixed-Price. (AUG 1996) - Alternate II (JUL 1985)*

*FAR 52.246-3 Inspection of Supplies - Cost-Reimbursement. (MAY 2001)*

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

*FAR 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001)*

*FAR 52.246-6 Inspection - Time-and-Material and Labor-Hour. (MAY 2001) - Alternate I (APR 1984)*

*FAR 52.246-7 Inspection of Research and Development - Fixed-Price. (AUG 1996)*

*FAR 52.246-8 Inspection of Research and Development - Cost-Reimbursement. (MAY 2001)*

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

*FAR 52.246-16 Responsibility for Supplies. (APR 1984)*

## **SECTION F - Deliveries or Performance**

### ***F 1 Ordering Period***

The ordering period for CLIN 0001 is from the effective date of contract award through five (5) years thereafter. Orders may be placed at any time during the ordering period.

The ordering period for Option I (CLIN 0002), if exercised, is from the effective date of option exercise through two (2) years thereafter.

### ***F 2 Distribution of Invention Disclosures and Reports***

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

The Administrative Contracting Officer will forward invention disclosures and reports directly to Corporate Counsel (Code 00CC). The invention disclosures can either be mailed to Office of Naval research, Department of the Navy, Corporate Counsel (Code 00CC), 875 North Randolph Street, Arlington, VA 22203-1995 or e-mailed to Ms. Carol Petrosky at [carol.petrosky@navy.mil](mailto:carol.petrosky@navy.mil). 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.

### ***F 3 Place of Delivery***

All deliverables, reports and data shall be delivered F.O.B. destination to the location indicated in the individual orders.

A copy of all reports and data shall be F.O.B. Destination to the cognizant Program Officer as follows:

Office of Naval Research  
875 North Randolph St  
Attn: Betsy DeLong  
Code: 312  
Email Address: [Betsy.Delong@navy.mil](mailto:Betsy.Delong@navy.mil)  
Arlington, VA 22203-1995  
Ref: Contract [To Be Determined]

Additional delivery instructions may be specified in subsequent orders.

### ***F 4 Clauses***

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

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

## **SECTION G - Contract Administration Data**

### ***G 1 Guidance***

The following Section G clauses have fill-ins, the information will be completed in each order award: "Allotment of Funds Clause"; DFARS 252.232-700 "Wide Area Workflow Payment Instructions"; and DFARS 252.232-7007 "Limitation of Government's Obligation".

DFARS 252.232-7007 "Limitation of Government's Obligation" is applicable to Firm Fixed Price orders.

### ***G 2 Procuring Office Representatives***

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 20A on Standard Form 26.

Contract Negotiator -- Contract Negotiator -- Lynn Christian, (Work Phone) 703-696-1575, DSN:426-1575, Email: [lynn.christian@navy.mil](mailto:lynn.christian@navy.mil) (If initial response to contract negotiator's email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to [onr\\_Code252ProcurementTech@navy.mil](mailto:onr_Code252ProcurementTech@navy.mil).)

IDIQ Technical Point of Contact - Ms Betsy DeLong, Code 312 (Work Phone) 703-588-0069, DSN 426-0069; Email: [Betsy.Delong@navy.mil](mailto:Betsy.Delong@navy.mil);

Security Matters – Ms. Torri Powell, ONR 43, (Work Phone) (703) 696 8177, DSN 426 8177, Email: [torri.powell@navy.mil](mailto:torri.powell@navy.mil)

Patent Matters – Mr. John Forrest, ONR 00CC, (Work Phone) (703) 696-4000, DSN 426-4000, Email: [john.forrest@navy.mil](mailto:john.forrest@navy.mil)

Order Ombudsman (as per FAR 16.505(b)(8)) – CAPT Ronald Kocher, ONR 02, Work Phone (703) 588-2362, Email Address: [Ronald.kocher@navy.mil](mailto:Ronald.kocher@navy.mil)

### ***G 3 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 point of contact information is as follows:

Office of Naval Research  
Lynn Christian  
One Liberty Center  
875 North Randolph St. Arlington, VA 22203-1995  
Email: [Lynn.Christian@navy.mil](mailto:Lynn.Christian@navy.mil)  
Telephone: 703-696-1575

The Naval Sea Systems Command (NAVSEA), The Space and Naval Warfare Systems Command (SPAWAR) and The Naval Air Systems Command (NAVAIR) and their field activities are authorized to act as an Ordering Offices for this contract. The NAVSEA, SPAWAR and NAVAIR and their field activities' Procuring Contracting Officer(s) (PCO) or duly authorized representatives, shall act as Ordering Officer(s) for the contract and are responsible for issuing orders placed hereunder. Orders shall be placed unilaterally or bilaterally by the Ordering Officer(s) by issuance of a DD Form 1155 entitled, "Order For Supplies or Services".



Prior to release of solicitations under this IDIQ, the non-ONR Ordering Office shall be execute a Memorandum of Agreement with ONR (EMC2 Technical Point of Contact and Contracting Officer).

**G 4 Contract Administration Delegation**

In accordance with FAR 42.202, the contracting officer delegates all contract administration functions listed in FAR 42.302(a).

The Contractor is advised to direct all inquiries concerning administration of this contract to the Administrative Contracting Officer designated in Block 6 of the Standard Form 26 of this contract.

**G 5 Type of Award**

This is a multiple award Indefinite-Delivery/Indefinite-Quantity (IDIQ) Order Contract. The types of orders issued under the scope of the IDIQ include: fixed price awards issued for studies, Time and Material (T&M) awards will be used for support of prototypes at the Chesapeake Bay Detachment, and orders for prototype development will be issued on a cost reimbursement basis.

**G 6 Award Distribution (JULY 2015)**

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

<b>Distribution:</b>	<b>SF 26</b>	<b>SF 30</b>	<b>SF 33</b>	<b>DD1155</b>	<b>ONR Form 1099</b>
<b>Contractor</b>	See Block 7	See Block 8	See Block 15A	See Block 9	See Block 13
<b>Program Office</b>	See Block 11 or Section G	See Block 6	See Block 11 or Section G	See Block 14	See Block 21
<b>Administrative Contracting Office</b>	See Block 6	See Block 7	See Block 24	See Block 7	See Block 23a
<b>Payment Office</b>	See Block 12	See Block 14	See Block 25	See Block 15	See Block 25a
<b>Auditor</b>	See Section G	See Contract Section G	See Section G	See Contract Section G	

**G 7 RESERVED**

G7 is reserved for the financial accounting data. The financial accounting data will be incorporated in each order.

**G 8 Cost Type 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 (CPFF) orders will be funded in accordance with the clause ""Limitation of Funds"" (FAR 52.232-22) and the following ""Allotment of Funds"" clause.

Allotment of Funds Clause:

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

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

***G 9 Payment of Allowable Costs and Fixed Fee***

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

(a) Costs, as provided for under the contract clause entitled "Allowable Cost and Payment", 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.

***G 10 Cost Plus Award Fee or Incentive Fee Orders***

***The following paragraph pertains to Cost-Plus-Award-Fee and Cost-Plus Incentive-Fee Orders***

Should a Cost-Plus-Award-Fee (CPAF) or Cost-Plus-Incentive-Fee (CPIF) order be selected under a given requirement, the order solicitation will include the relevant award fee clause or incentive fee clause in full text with the relevant incentive provisions selected for that requirement. The relevant Cost-Plus-Award-Fee clause will include a description of how the Government will determine the fixed base fee and maximum award fee amounts for a given proposal and how the Government will evaluate the contractor's performance to establish the award fee amount. Unless otherwise provided in the award or incentive fee provisions in the order, award or incentive fee can not be invoiced by the contractor until the amount is determined/established under the schedule designated in the order.

## ***G 11 Guidance***

Firm Fixed Price Orders: In order to be compliant with DFARS 252.232-7003 "Electronic Submission of Payment Requests and Receiving Reports" a clause similar to the following will be included at the order level.

## ***G 12 Submission of Invoices in WAWF***

When submitting invoices into the iRAPT application within the Wide Area Workflow (WAWF) eBusiness suite, the 13-digit Delivery Order/Call Number, found in block 2 on page 1 of the DD 1155, shall be used as the Contract Number field on the invoice. The Delivery Order field on the invoice shall be left blank. Additional invoicing instructions can be found within DFARS clause 252.232-7006.

## ***G 13 Clauses***

*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).

[(Contracting Officer: Insert applicable document type(s). 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.

Destination/Destination (D/D)

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

**Routing Data Table\***

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

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

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

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

[(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 WAWF Vendor support, please contact the WAWF Help Desk (disa.ogden.esd.mbx.cscassig@mail.mil; 801-605-7095); for Payment Issues, please contact the appropriate DFAS office (<http://www.dfas.mil/contractorsvendors/dodaacsvc.html>); for additional assistance, please contact ONR.NCR.BD021.list.all@navy.mil.

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

(End of clause)

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

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

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause, or otherwise agreed to by the parties. If after such

notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

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

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

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

On execution of contract \$ \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ \$ \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_ \$ \_\_\_\_\_

(End of clause)

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

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

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

This applies to CLIN(s) and/or SLIN(s) issued under each order.

*ONR 5252.204-9722 Electronic Document Access (APR 2012)*

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

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

1. Contract number
2. Email address
3. First name
4. Last name
5. Organization

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

## **SECTION H - Special Contract Requirements**

### ***H 1 Guidance***

The following Section H clauses have fill-ins, the information will be completed in each order award: H7 "Special Requirements"; ONR 5252.237-9705 "Key Personnel"; ONR 5252.242-9720 "Contracting Officer's Representative"; 5252.245-9702 "Government Furnished Equipment"; 5252.237-9705 "Key Personnel"; and "ONR Data Rights".

### ***H 2 Enterprise-Wide Contractor Manpower Reporting Application (ECMRA)***

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Office of Naval Research via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) S, Utilities ONLY;
- (5) V, Freight and Shipping ONLY.

The contractor is required to completely fill in all required data fields using the following web address <https://doncmra.nmci.navy.mil>.

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

### ***H 3 Orders***

#### **(a) General**

Orders may be issued by the Contracting Officer (CO) for work under the scope of the IDIQ contract 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 terms and conditions 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.

#### **(b) Ordering**

Orders and revisions thereto shall be made in writing by the CO.

- (1) Firm Fixed Price (FFP) or Cost-Plus-Fixed-Fee (CPFF) completion, Time and Material and other incentives as needed orders shall be issued hereunder.
- (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**

Except as otherwise provided in paragraph (d) below, the Contractor shall not begin any work until a bilateral order is issued by the CO.

#### **(d) Unilateral Orders**

Priced: The CO may issue unilateral orders, either fully or incrementally funded, based upon acceptance of the Contractor's proposals. The order type (Firm Fixed Price (FFP) or Cost-Plus-Fixed-Fee (CPFF) completion, Time and Material and other incentives as needed) and delivery schedule shall be set forth in each order. Upon receipt of a unilateral order, the Contractor shall promptly commence the work specified therein. All 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.

#### **(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) and Contracting Officers designated s Ordering Officers.

(g) 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.

***H 4 Individual Orders***

Each offeror receiving a contract will be given a fair opportunity, as prescribed in FAR 16.505(b), to submit a proposal for individual task/delivery orders. This competitive process will be simplified in order to facilitate the order process and prevent undue administrative burden upon the Contractor and the Government. The following sections include the procedures that will be used in issuing orders and the procedures and selection criteria that will be used to provide all awardees a fair opportunity to be considered for each order .

(a) Orders

According to FAR 16.505, the Contracting Officer shall ensure that individual orders clearly describe all services to be performed or supplies to be delivered. The Contracting Officer shall ensure that orders are within the scope, period, and maximum value of the contract as stated in the Contract. Orders placed under this solicitation shall contain the following information:

- (1) Date of order.
- (2) Contract number and order number.
- (3) Item number, description and quantity.
- (4) Delivery or performance date.
- (5) Place of delivery or performance (including consignee).
- (6) Packaging, packing, and shipping instructions, if any.
- (7) Accounting and appropriation data.

(8) Any other pertinent information.

No protest under subpart 33.1 is authorized in connection with the issuance or proposed issuance of an order under a task order contract or delivery order contract except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract under which the order is issued or a protest of an order valued in excess of \$10 Million. Orders in excess of \$10 Million issued under a multiple award task or delivery order contract may be protested to the Government Accountability Office (GAO) exclusively.

(b) Order Competition

Each awardee shall be provided a fair opportunity to be considered for each order in excess of \$3,000 in accordance with the procedures specified in FAR 16.505(b).

Evaluation factors for these task order competitions and their relative weights are discussed further below.

(c) Evaluation of Individual Orders

After the placement of the indefinite-delivery, indefinite-quantity contract with the initial order to satisfy the contract minimum, subsequent orders will be awarded to the responsible offeror whose order proposal represents the best value to the Government. Even though the specific requirements for the subsequent orders are unknown at this time, the following are a sample of the technical evaluation factors the government may use in order to determine which offeror represents the best overall value:

- (1) Understanding of Requirement and Demonstration of Capabilities;
- (2) Technical Approach/Management Plan;
- (3) Staff Qualifications;
- (4) Key Personnel;
- (5) Corporate facilities;
- (6) Organizational Past Performance;
- (7) Commitment to Small Business; and
- (8) The realism of the proposed costs

The Contracting Officer reserves the right to modify the above order evaluation criteria and weights to better suit the specific needs of each individual order. Any changes in the evaluation criteria shall be specified in the request for task order proposals.

For orders that exceed \$5.5 million under a multiple award contract, the Contracting Officer shall comply with FAR 16.505(b)(6) in the notification unsuccessful awardees.

***H 5 Government Furnished Property***

The terms and conditions related to the use or provision of government furnished property/materials/information or the authorization to acquire equipment with federal funds under this contract shall be specified in any resultant orders.

***H 6 Warranties***

A warranty clause may be considered for any orders for developmental test units. Should a clause be desired by the Government, it will be included in the applicable bilateral order.

***H 7 Ordering Authority***

The following non-ONR ordering activities, NAVSEA, NAVAIR and SPAWAR and their field activities are hereby authorized to utilize the EMC2 IDIQ contract to also issue orders for the purchase of prototypes

and developmental test units using their own appropriations and subject to the clauses the non-ONR ordering activities specify.

***H 8 ONR Special Requirements***

*ONR- Individual Subcontracting Plan*

The Contractor's Individual Subcontracting Plan entitled [], dated [], is incorporated herein as Attachment Number [] to the contract.

*ONR- Master Subcontracting Plan with Individual Goals*

The Contractor's Master Subcontracting Plan entitled [], dated [], is hereby incorporated by reference. The individual goals are incorporated herein as Attachment Number [] to the contract.

*ONR- Comprehensive Subcontracting Plan*

The Contractor's Comprehensive Subcontracting Plan entitled [], dated [], effective from [] through [] is hereby incorporated by reference.

*ONR- 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:

[]

[]

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- Data Rights Assertions*

The Contractor submitted Data Rights Assertions in accordance with DFARS 252.227-7013 and DFARS 252.227-7014 entitled "[]" for the Technical Data associated with its Statement of work, entitled "[]." These assertions are incorporated into this award as Attachment Number [].

*ONR- Security Requirements*

The DD254 will be issued at the order level.

### ***H 9 Other Transaction Agreement***

The EMC2 efforts may also be executed under the Office of the Deputy Assistant Secretary of Defense (ODASD) Other Transaction Agreement through the Army Contracting Command.

### ***H 10 Rolling Admissions***

The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional IDIQ holders. Periodically, the government will assess the quality of performance by each IDIQ holder, the number, value and complexity of work assigned to each holder and amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each order, the amount of small business participation, whether revisions are needed to the scope of the Statement of Work, if additional ordering offices need to be established, and if the ceiling amount of the contract needs to be revised. Based on these criteria, if it is in the best interest of the Government, the EMC2 Contracting Officer may announce a new competition to add additional IDIQ holders. The Government reserves the right to limit rolling admissions to only small business concerns.

### ***H 11 Notices of Subcontracting Opportunities***

### ***H 12 Clauses***

*DFARS 252.216-7006 Ordering. (MAY 2011)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from effective date of contract award through five (5) years thereafter.

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

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

*ONR 5252.210-9708 Metrication Requirements*

(a) All scientific and technical reports delivered pursuant to the terms of this contract shall identify units of measurement in accordance with the International System of Units (SI) commonly referred to as the "Metric System". Conversion to U.S. customary units may also be given where additional clarity is deemed necessary. Guidance for application of the metric system is contained in the American Society of Testing Materials document entitled "Standard Practice for Use of the International System of Units (The Modernized Metric System)" (ASTM Designation E380-89A).

(b) This provision also applies to journal article preprints, reprints, commercially published books or chapters of books, theses or dissertations submitted in lieu of a scientific and/or technical report.

*ONR 5252.235-9700 Acknowledgement of Sponsorship (DEC 1988)*

(a) The Contractor agrees that in the release of information relating to this contract, such release shall include a statement to the effect that the project or effort depicted was or is sponsored by the agency set forth in the Schedule of this contract, and that the content of the information does not necessarily reflect the position or policy of the Government and no official endorsement should be inferred.

(b) For the purpose of this clause, "information" includes but is not limited to, news releases, articles, manuscripts, brochures, advertisements, still and motion pictures, speeches, trade association meetings, symposia, etc.

(c) Nothing in the foregoing shall affect compliance with the requirements of the clause of this contract entitled "Security Requirements" (FAR 52.204-02 and Alternate I) if such clause is a part of the contract.

(d) The Contractor further agrees to include this provision in any subcontract awarded as a result of this contract.

*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 [] days in advance [] 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:

[]

*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 order is:

Name: [Insert the Name of the COR]

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 order 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.

*ONR 5252.245-9702 Government Furnished Equipment (DEC 1988)*

In the performance of work hereunder, the Government shall furnish the Contractor on a rent-free, non-interference basis, the use of:  accountable under Contract Number  provided, however, that such equipment shall be used only to the extent that such use will not interfere with the performance of that contract for which this equipment was originally provided.

*ONR 5252.245-9719 Title to Equipment Having an Acquisition Cost*

In the implementation of paragraph (e) of the Government Property Clause (52.245-1) set forth in Section I of this contract, and pursuant to the provisions of FAR 35.014(b) (2), title to equipment and other tangible personal property having an acquisition cost of \$5,000 or more, purchased with funds available for the conduct of research, shall, as determined by the Administrative Contracting Officer:

- (i) Vest in the Contractor upon acquisition without further obligation to the Government; or
- (ii) Vest in the Contractor, subject to the Government's right to direct transfer of the title to the Government or a third party within 12 months after the contract's completion or termination (transfer of title to the Government or third party shall not be the basis for any claim by the Contractor); or
- (iii) Vest in the Government, if the Contracting Officer determines that vesting of title in the Contractor would not further the objectives of the agency's research program.

## **SECTION I - Contract Clauses**

### ***I 1 Guidance***

Clause FAR 52.216-18 "Ordering" shall be completed at IDIQ award; FAR 52.217-8 "Option to Extend Services" shall be completed at IDIQ award; FAR 52.217-9 "Option to Extend Term of the Contract" will also be included in each order with options; FAR 52.245-2 "Government Property Installation Operation Services" shall be completed in each order as applicable. FAR 52.216-22 "Indefinite Quantity" shall be completed at IDIQ award.

The following are a representation of clauses for the IDIQ contract. Additional clauses may be added in subsequent order solicitations.

Clause 52.216-22 "Indefinite Quantity" shall be completed after IDIQ award.

FAR 52.245-2 "Government Property Installation Operation Services" shall be completed at Order award, if applicable.

### ***I 2 Clauses Applicable for All Order Types***

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

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

(End of clause)

### **Clauses Included by Reference**

Clause Database	Clause Number	Clause Title
FAR	52.202-1	Definitions. (NOV 2013)
FAR	52.203-3	Gratuities. (APR 1984)
FAR	52.203-5	Covenant Against Contingent Fees. (MAY 2014)
FAR	52.203-6	Restrictions on Subcontractor Sales to the Government. (SEP 2006)
FAR	52.203-7	Anti-Kickback Procedures. (MAY 2014)
FAR	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)
FAR	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (OCT 2010)
FAR	52.203-13	Contractor Code of Business Ethics and Conduct. (OCT 2015)
FAR	52.203-14	Display of Hotline Poster(s). (OCT 2015)
FAR	52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009. (JUN 2010)
FAR	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)
FAR	52.204-2	Security Requirements. (AUG 1996)
FAR	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)
FAR	52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)
FAR	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (OCT 2015)



FAR	52.204-13	System for Award Management Maintenance. (JUL 2013)
FAR	52.204-19	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. (OCT 2015)
FAR	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (JUL 2013)
FAR	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (DEC 2014)
FAR	52.210-1	Market Research. (APR 2011)
FAR	52.211-5	Material Requirements. (AUG 2000)
FAR	52.211-15	Defense Priority and Allocation Requirements. (APR 2008)
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	52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications. (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	52.219-3	Notice of HUBZone Set-Aside or Sole Source Award. (NOV 2011)
FAR	52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns. (OCT 2014)
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2014)
FAR	52.219-9	Small business subcontracting plan. (OCT 2015)
FAR	52.219-10	Incentive Subcontracting Program. (OCT 2014)
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	52.222-3	Convict Labor. (JUN 2003)
FAR	52.222-4	Contract Work Hours and Safety Standards - Overtime Compensation. (MAY 2014)
FAR	52.222-19	Child Labor - Cooperation with Authorities and Remedies. (JAN 2014)
FAR	52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000. (MAY 2014)
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)
FAR	52.222-26	Equal Opportunity. (APR 2015)
FAR	52.222-35	Equal Opportunity for Veterans. (OCT 2015)
FAR	52.222-36	Equal Opportunity for Workers with Disabilities. (JUL 2014)
FAR	52.222-37	Employment Reports on Veterans. (OCT 2015)
FAR	52.222-40	Notification of Employee Rights Under the National Labor Relations Act. (DEC 2010)
FAR	52.222-50	Combating Trafficking in Persons. (MAR 2015)
FAR	52.222-54	Employment Eligibility Verification. (OCT 2015)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011) -- Alternate I (MAY 2011)
FAR	52.223-5	Pollution Prevention and Right-to-Know Information. (MAY 2011) -- Alternate II (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	52.225-8	Duty-Free Entry. (OCT 2010)
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)

FAR	52.227-1	Authorization and Consent. (DEC 2007) -- Alternate I (APR 1984)
FAR	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement. (DEC 2007)
FAR	52.227-10	Filing of Patent Applications - Classified Subject Matter. (DEC 2007)
FAR	52.228-5	Insurance - Work on a Government Installation. (JAN 1997)
FAR	52.230-2	Cost Accounting Standards. (OCT 2015)
FAR	52.230-3	Disclosure and Consistency of Cost Accounting Practices. (OCT 2015)
FAR	52.230-6	Administration of Cost Accounting Standards. (JUN 2010)
FAR	52.232-1	Payments. (APR 1984)
FAR	52.232-17	Interest. (MAY 2014)
FAR	52.232-22	Limitation of Funds. (APR 1984)
FAR	52.232-23	Assignment of Claims. (MAY 2014)
FAR	52.232-24	Prohibition of Assignment of Claims. (MAY 2014)
FAR	52.232-25	Prompt payment. (JUL 2013)
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)
FAR	52.232-39	Unenforceability of Unauthorized Obligations. (JUN 2013)
FAR	52.232-40	Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)
FAR	52.233-1	Disputes. (MAY 2014)
FAR	52.233-3	Protest after Award. (AUG 1996)
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
FAR	52.242-4	Certification of Final Indirect Costs. (JAN 1997)
FAR	52.242-13	Bankruptcy. (JUL 1995)
FAR	52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate V (APR 1984)
FAR	52.243-6	Change Order Accounting. (APR 1984)
FAR	52.243-7	Notification of Changes. (APR 1984)
FAR	52.244-6	Subcontracts for Commercial Items. (OCT 2015)
FAR	52.245-1	Government Property. (APR 2012)
FAR	52.245-9	Use and Charges (APR 2012)
FAR	52.246-23	Limitation of Liability. (FEB 1997)
FAR	52.246-24	Limitation of Liability - High-Value Items. (FEB 1997)
FAR	52.246-24	Limitation of Liability - High-Value Items. (FEB 1997) - Alternate I (APR 1984)
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)
FAR	52.248-1	Value Engineering. (OCT 2010)
FAR	52.251-1	Government Supply Sources. (APR 2012)
FAR	52.253-1	Computer Generated Forms. (JAN 1991)
DFARS	252.201-7000	Contracting Officer's Representative. (DEC 1991)
DFARS	252.203-7000	Requirements Relating to Compensation of Former DoD Officials. (SEP 2011)
DFARS	252.203-7001	Prohibition on persons convicted of fraud or other defense-contract-related felonies. (DEC 2008)
DFARS	252.203-7002	Requirement to Inform Employees of Whistleblower Rights. (SEP 2013)
DFARS	252.203-7004	Display of Hotline Posters. (OCT 2015)
DFARS	252.204-7000	Disclosure of information. (AUG 2013)
DFARS	252.204-7003	Control of Government Personnel Work Product. (APR 1992)
DFARS	252.204-7004	Alternate A, System for Award Management. (FEB 2014)
DFARS	252.204-7005	Oral Attestation of Security Responsibilities. (NOV 2001)
DFARS	252.204-7006	Billing Instructions. (OCT 2005)
DFARS	252.204-7010	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)
DFARS	252.205-7000	Provision of Information to Cooperative Agreement Holders. (DEC 1991)
DFARS	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (OCT 2015)
DFARS	252.211-7003	Item unique identification and valuation. (DEC 2013)
DFARS	252.211-7007	Reporting of Government-Furnished Property. (AUG 2012)
DFARS	252.211-7008	Use of Government-Assigned Serial Numbers. (SEP 2010)
DFARS	252.215-7000	Pricing Adjustments. (DEC 2012)
DFARS	252.215-7002	Cost Estimating System Requirements. (DEC 2012)
DFARS	252.215-7008	Only One Offer. (OCT 2013)

DFARS	252.219-7003	Small Business Subcontracting Plan (DoD Contracts). (OCT 2014)
DFARS	252.219-7004	Small business subcontracting plan (test program). (OCT 2014)
DFARS	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)
DFARS	252.223-7004	Drug-Free Work Force. (SEP 1988)
DFARS	252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014)
DFARS	252.225-7001	Buy American and Balance of Payments Program. (NOV 2014)
DFARS	252.225-7002	Qualifying Country Sources as Subcontractors. (DEC 2012)
DFARS	252.225-7012	Preference for Certain Domestic Commodities. (FEB 2013)
DFARS	252.225-7013	Duty-free entry. (NOV 2014)
DFARS	252.225-7016	Restriction on Acquisition of Ball and Roller Bearings. (JUN 2011)
DFARS	252.225-7031	Secondary Arab Boycott of Israel. (JUN 2005)
DFARS	252.225-7048	Export-Controlled Items. (JUN 2013)
DFARS	252.226-7001	Utilization of Indian organizations, Indian-owned economic enterprises, and native Hawaiian small business concerns. (SEP 2004)
DFARS	252.227-7013	Rights in technical data-Noncommercial items. (FEB 2014)
DFARS	252.227-7014	Rights in noncommercial computer software and noncommercial computer software documentation. (FEB 2014)
DFARS	252.227-7016	Rights in bid or proposal information. (JAN 2011)
DFARS	252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends. (MAY 2013)
DFARS	252.227-7027	Deferred Ordering of Technical Data or Computer Software. (APR 1988)
DFARS	252.227-7030	Technical Data - Withholding of Payment. (MAR 2000)
DFARS	252.227-7037	Validation of restrictive markings on technical data. (JUN 2013)
DFARS	252.227-7038	Patent Rights - Ownership by the Contractor (Large Business). (JUN 2012)
DFARS	252.227-7039	Patents - Reporting of Subject Inventions. (APR 1990)
DFARS	252.231-7000	Supplemental Cost Principles. (DEC 1991)
DFARS	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)
DFARS	252.232-7010	Levies on Contract Payments. (DEC 2006)
DFARS	252.235-7003	Frequency authorization. (MAR 2014)
DFARS	252.235-7003	Frequency authorization. (MAR 2014) - Alternate I. (MAR 2014)
DFARS	252.235-7011	Final Scientific or Technical Report. (JAN 2015)
DFARS	252.239-7001	Information Assurance Contractor Training and Certification. (JAN 2008)
DFARS	252.242-7005	Contractor Business Systems. (FEB 2012)
DFARS	252.243-7002	Requests for equitable adjustment. (DEC 2012)
DFARS	252.244-7001	Contractor purchasing system administration. (MAY 2014)
DFARS	252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property (APR 2012)
DFARS	252.245-7002	Reporting Loss of Government Property. (APR 2012)
DFARS	252.245-7003	Contractor Property Management System Administration (APR 2012)
DFARS	252.245-7004	Reporting, Reutilization, and Disposal. (MAR 2015)
DFARS	252.246-7000	Material Inspection and Receiving Report. (MAR 2008)
DFARS	252.247-7023	Transportation of supplies by sea. (APR 2014)
DFARS	252.247-7024	Notification of Transportation of Supplies by Sea. (MAR 2000)
DFARS	252.251-7000	Ordering From Government Supply Sources. (AUG 2012)

*Clauses Included by Full Text*

*FAR 52.216-18 Ordering. (OCT 1995)*

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from effective date of contract award through five (5) years thereafter (base) and effective date of option through two (2) years thereafter.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

*FAR 52.216-19 Order Limitations. (OCT 1995)*

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) *Maximum order.* The Contractor is not obligated to honor-

(1) Any order for a single item in excess of the ceiling amount;

(2) Any order for a combination of items in excess of of the ceiling amount; or

(3) A series of orders from the same ordering office within the contract period days that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [] days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

*FAR 52.216-22 Indefinite Quantity. (OCT 1995)*

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract

shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after the end of the period of performance.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within the contract period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least one (1) day 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 seven (7) years.

(End of clause)

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

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

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

(End of clause)

*DFAR Deviations 252.204-7008 Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 20116-O0001)(OCT 2015)*

(a) Definitions. As used in this provision—

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal

Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.

(End of provision)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

“Covered defense information” means unclassified information that—

(i) Is—

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

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

(ii) Falls in any of the following categories:

(A) Controlled technical information.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(c) Cyber incident reporting requirement.

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

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



incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(m) Subcontracts. The Contractor shall—

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

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

(End of clause)

*DFAR Deviations 252.225-7993 Prohibition on Contracting with the Enemy (DEVIATION 2015-00016)(SEP 2015)*

(a) The Contractor shall—

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at [www.sam.gov](http://www.sam.gov)

(i) Prior to subcontract award; and

(ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to—

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

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

(End of clause)

***I 3 Clauses Applicable for Cost Plus Fixed Fee Orders***

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

***I 4 Clauses Applicable for Firm Fixed Price Orders***

*FAR 52.211-11 Liquidated Damages - Supplies, Services, or Research and Development. (SEP 2000)*

*FAR 52.229-3 Federal, State, and Local Taxes. (FEB 2013)*

*FAR 52.232-2 Payments under Fixed-Price Research and Development Contracts. (APR 1984)*

*FAR 52.232-8 Discounts for Prompt Payment. (FEB 2002)*

*FAR 52.232-11 Extras. (APR 1984)*

*FAR 52.232-16 Progress Payments. (APR 2012)*

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

*FAR 52.244-2 Subcontracts. (OCT 2010)*

*FAR 52.247-1 Commercial Bill of Lading Notations. (FEB 2006)*

*FAR 52.249-1 Termination for Convenience of the Government (Fixed-Price) (Short Form). (APR 1984) - Alternate I (APR 1984)*

*FAR 52.249-2 Termination for Convenience of the Government (Fixed-Price). (APR 2012)*

*FAR 52.249-8 Default (Fixed-Price Supply and Service). (APR 1984)*

*FAR 52.249-9 Default (Fixed-Price Research and Development). (APR 1984)*

*FAR 52.249-14 Excusable Delays. (APR 1984)*

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

*DFARS 252.243-7001 Pricing of Contract Modifications. (DEC 1991)*

***I 5 Clauses Applicable for Time and Material Orders***

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

*FAR 52.232-7 Payments under Time-and-Materials and Labor-Hour Contracts. (AUG 2012)*

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

*FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2014)*

*FAR 52.244-2 Subcontracts. (OCT 2010)*

*FAR 52.249-14 Excusable Delays. (APR 1984)*

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

*DFARS 252.242-7006 Accounting System Administration. (FEB 2012)*

*DFARS 252.246-7001 Warranty of data. (MAR 2014)*

***I 6 Clauses Applicable for Incentive Orders***

*FAR 52.216-10 Incentive Fee. (JUN 2011)*

*FAR 52.216-16 Incentive Price Revision - Firm Target. (OCT 1997)*

*FAR 52.216-16 Incentive Price Revision - Firm Target. (OCT 1997) - Alternate I (APR 1984)*

*FAR 52.216-17 Incentive Price Revision - Successive Targets. (OCT 1997)*

*FAR 52.216-17 Incentive Price Revision - Successive Targets. (OCT 1997) - Alternate I (APR 1984)*

*FAR 52.242-3 Penalties for Unallowable Costs. (MAY 2014)*

*DFARS 252.234-7002 Earned Value Management System. (MAY 2011)*

*DFARS 252.242-7006 Accounting System Administration. (FEB 2012)*

*DFARS 252.246-7001 Warranty of data. (MAR 2014)*

## **SECTION J - List of Documents, Exhibits and Other Attachments**

### *J 1 List of Attachments, Exhibits, and Enclosures*

<b>Number</b>	<b>Title</b>	<b>Number of Pages</b>
1	Statement of Work entitled, "Electromagnetic Maneuver Command and Control"	4
2	CDRL Order 0001 entitled, "Management Reporting Key Personnel Identification Report List"	1
3	Sample COR Appointment Letter	3
4	CDRL entitled, "Progress Reports and Final Reports" - samples for subsequent orders	1

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

### *K 1 Guidance*

Section K entitled, "Representations, Certifications and Other Statements of Offerors" can found at <http://www.onr.navy.mil/Contracts-Grants/submit-proposal/contracts-proposal/cost-proposal.aspx>

The completed "Representations, Certifications and Other Statements of Offerors" shall be submitted in Volume II.

The following provides fill-ins associated with ONR Representations and Certifications.

Individual task orders shall provide fill-ins associated with specific requirements:

K.1 52.204-8 -- Annual Representations and Certifications (Dec 2014)

Subparagraph (a)(1):

(a)(1) The North American Industry classification System (NAICS) code for this acquisition is 334511.

(2) The small business size standard is 750 employees.

Subparagraph (a)(2)

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

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

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

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

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

(v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for 5

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

K.7 DFARS 252.204-7007 - ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

(d) (2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer:

- (i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.
- (ii) 252.225-7000, Buy American—Balance of Payments Program Certificate.
- (iii) 252.225-7020, Trade Agreements Certificate.
- Use with Alternate I.
- (iv) 252.225-7031, Secondary Arab Boycott of Israel.
- (v) 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate.
- Use with Alternate I.
- Use with Alternate II.
- Use with Alternate III.
- Use with Alternate IV.
- Use with Alternate V.
- (vi) 52.227-6, Royalty Information.
- (A) Basic.
- (B) Alternate I.
- (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

## **SECTION L - Instructions, Conditions, and Notices to Bidders**

### ***L 1 Notice to Offerors***

The following Section L clause has a fill-in. The information will be completed at IDIQ award and at award of subsequent orders: 52.216-1 "Type of Contract".

For the purposes of the IDIQ solicitation FAR 52.215-1 "Instruction to Offerors - Competitive Acquisitions" applies.

### ***L 2 General Framework for IDIQ Contracts and Order 0001***

### ***L 3 Instructions for Submission of Volume I, IDIQ Contract Technical Proposals***

(a) To be considered for an Indefinite Delivery Indefinite Quantity (IDIQ) contract award, offerors shall submit an IDIQ technical proposal. The IDIQ technical proposal shall be placed in Volume I.

(b) Volume I IDIQ Technical Proposal Format

- Paper Size – 8.5 x 11 inch paper
- Margins – 1 inch
- Spacing – single line spacing
- Font – Times New Roman, 12 point

- Number of pages:- Volume I, IDIQ Technical Proposal shall not exceed twelve (12) pages inclusive of the table of contents and the severable section for Commitment to Small Business which shall be no more than two pages exclusive of any small business plans provided.
- Required Copies: 1 original paper and 3 paper copies and 6 CD ROMs of Technical Volume I. The original and each copy of Volume I shall be placed in a 3 ring binder.

Volumes on the CD ROMs shall be in, Microsoft Office 2010 or a compatible format.

(c) General

(1) The technical proposal shall be prepared and submitted in accordance with Section L entitled, "Instructions Conditions, and Notices to Offeror's". The emphasis placed on any element of the technical proposal may affect evaluation of an offeror's proposal upon application of the criteria specified in Section M.

(2) The technical proposal must demonstrate the offeror's ability to meet the requirements in Attachment Number 1 entitled, "Electromagnetic Maneuver Command and Control (EMC<sup>2</sup>) Indefinite Delivery Indefinite Quantity Statement of Work" and to demonstrate acceptable understanding of the broad Electromagnetic Maneuver Command and Control (EMC<sup>2</sup>) systems and concepts and demonstrate an ability to provide systems/systems integration capability.

(d) To be considered for award of an IDIQ contract, the technical proposal shall address the following elements:

(A) Technical Capability and Experience

The offeror shall provide information regarding one (1) but not more than three (3) contracts (herein after referred to as the "Contracted System") performed in the last three (3) years that exhibited recent, technical, programmatic, and managerial experience within the EMC<sup>2</sup> scope of work. The offeror shall provide a description of the work performed and the resulting product(s) that were delivered. It shall include a description of the extent to which the work and product(s) is relevant to integrated electromagnetic (EM) systems. The description shall include the overall architecture of the contracted system, including how it meets Modular Open System requirements, issues that needed to be solved, both technical and programmatic and how those issues were resolved and/or mitigated. The offeror shall provide a narrative of how the offeror organized, staffed, and managed the effort(s) being addressed. This narrative shall provide the Government with sufficient information to show that the offeror has the corporate systems, controls and processes in place to fulfill the requirements for any resulting orders. The offeror shall also provide a description of how the offeror coordinated with the program office.

(B) Past Performance

The offeror shall provide information regarding the contracted system(s) covering the past three (3) years that exhibited similar, relevant performance requirements to those described in this solicitation. The information shall include the contract number(s), contract(s) type, total value, period of performance, and technical point(s) of contact within the awarding organization (government or industry), their telephone number(s) and email address(s). The government reserves the right to contact one (1) or more of the points of contact identified by the offeror. In addition, the government may consider past performance information obtained from sources other than those identified by the offeror, such as Contractor Performance Assessment Report System (CPARs), Federal Awardee Performance and Integrity Information System (FAPIS) or Past Performance Information Retrieval System (PPIRS), Federal, State and local government agencies, Better Business Bureau, or published media and electronic data bases.

The offeror's past performance information shall address the following areas for one or more of the three contracts identified:

(i) Timeliness of Performance: How the offeror met program milestones and completed deliverables on time, the offeror's performance was reliable, and the offeror has been responsive to technical direction.

(ii) Cost Control: How the offeror has delivered products within budget, billings have been current, accurate, and traceable, actual costs have tracked to the negotiated costs and cost control measures have controlled costs and resulted in efficiencies and includes a discussion of their system for controlling costs.

(iii) Business Relations: How the offeror has shown business-like concern for the Government's and other contractor's interests, exhibited effective management and has demonstrated a reasonable and cooperative team attitude.

(iv) Customer satisfaction: How the offeror satisfied the end user with the contractor's products and service.

(C) Commitment to Small Business

Note: This section is applicable to all offerors including small businesses, education institutions and nonprofits. Failure to address this section may result in a material failure of a proposal to meet a Government requirement. Under this solicitation, Offerors are strongly encouraged to provide meaningful small 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 universities, and minority institutions.

(a) 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 an order. Specifically, the "Commitment to Small Business Statement and Offer" should address the following\*:

(i) 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 universities, and minority institutions) would be used to accomplish the contracted system;

(ii) A description of how 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 universities, and minority institutions) were used to perform the required tasks.

(iii) A description of the offerors commitment to use such firms for subcontracting opportunities;

(iv) A description of the complexity and variety of the work small firms performed;

(v) Offeror's past performance on utilization of small business concerns in contract performance (as identified in the Commitment to Small Business Statement and Offer)

\*NOTE- 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

(b) Pursuant to FAR 52.219-9, all offerors, with the exception of Small Businesses, are required to submit a small business plan, which shall apply to all subsequent orders. If the Federally mandated goals cannot be met, the offeror shall provide an explanation as to why these goals cannot be met.

(c) The following link provides guidance and information regarding ONR small business plans and commitment: <http://www.onr.navy.mil/contracts-Grants/small-business.aspx>



(d) In accordance with FAR Subpart 5.206 entities may transmit a notice to a Government Point of Entry (GPE) to seek competition for subcontracts and to increase participation by qualified HUBZone small business, small, small disadvantaged business, women-owned small business, veteran-owned small business, and service-disabled veteran-owned small business concerns is encouraged, and to meet established subcontracting goals as follows:

(1) A contractor awarded a contract exceeding \$150,000 that is likely to result in the award of any subcontracts.

(2) A subcontractor or supplier, at any tier, under a contract exceeding \$150,000 that has a subcontracting opportunity exceeding \$15,000.

The notices must describe-

(1) The business opportunity,

(2) Any prequalification requirements; and

(3) Where to obtain technical data needed to respond to the requirement.

An example of a GPE is the Small Business Administration (SBA) Sub-Net ([web.sba.gov/subnet](http://web.sba.gov/subnet)) where prime contractors post solicitations or sources sought notices for small businesses. The SUB-Net database provides a listing of subcontracting solicitations and opportunities posted by large prime contractors and other non-federal agencies.

#### ***L 4 Instructions for Cost Volume for IDIQ Contracts (Volume II)***

**At the Government's Discretion, the Government reserves the right to perform a cost realism analysis.**

To be considered for an IDIQ contract award, offerors shall submit a cost proposal. The cost proposal shall be placed in Volume II.

Page Limitation: There is no page restriction for Volume II

Required Copies: 1 original and 1 paper copy and 2 CD ROMs of Cost Proposal. The original and each copy of Volume II shall be placed in a 3 ring binder.

The cover sheet and any text for the cost volume on the CD ROM shall be in Microsoft® Office 2010 or a compatible format. The cover sheet shall include the contractor's Cage Code and Dunn and Bradstreet (DUNS) number for IDIQ award.

The offeror shall provide a cost proposal that specifies direct labor rates, escalation factors for years two through seven of the contract, and indirect rates. The offeror shall provide forward pricing rate recommendation/agreements or other adequate documentation to support direct and indirect rates.

Direct labor rates shall be provided for the program manager for the overall program and junior, mid-level and senior personnel or equivalent in each of the following labor categories (or similar labor categories):

Systems Engineer

Software Engineer

Electrical Engineer  
Administrator

Indirect Rates shall be provided for all indirect rate categories including Overhead, General and Administrative (G&A), Fringe Benefits, Material Handling, and Facilities Capital Cost of Money.

Escalation factors shall be provided for years two through seven of the basic IDIQ.

The ONR cost proposal template located at <http://www.onr.navy.mil/Contracts-Grants/submit-proposal/contracts-proposal/cost-proposal.aspx> shall be used to provide the rate information. The direct labor rates, the indirect rates and escalation factors shall be inserted in the tab entitled, "Labor and Ind Rates".

The accepted direct labor rates will be used for subsequent task order solicitations for twelve (12) months after the date of IDIQ award. Proposed indirect rates and direct labor rate escalation factors will be evaluated for cost realism and fair and reasonable price; however, the Government does not anticipate incorporating either Indirect Rates or Escalation Factors in the IDIQ awards.

Volume II shall also demonstrate that the offeror was registered in the System for Award Management (SAM) prior to proposal submission .

Volume II shall be accompanied by a fully executed copy of the solicitation cover page (Standard Form 33). The executed solicitation cover page shall acknowledge any amendments to the solicitation, if issued.

Volume II shall also be accompanied by a completed Section K entitled, "Representations, Certifications and Other Statements of Offerors" (Reps and Certs). The Reps and Certs form can be found at <http://www.onr.navy.mil/Contracts-Grants/submit-proposal/contracts-proposal/cost-proposal.aspx> .

#### ***L 5 General Instructions/Information for Proposal Submission***

- (a) Hard copies of proposals shall be sent via the United States Postal Service (USPS) or a commercial carrier. No faxed, or e-mailed proposals will be accepted.
- (b) Proposal Identification/Mailing – each offeror should assign its own identifying number to its proposal. The proposal should be packaged for delivery so as to permit safe and timely arrival at destination. Proposal packages should be sent to the address shown in Block 7 entitled, "Issued By" of the Request for Proposals (RFP) face page, form SF 33, and marked:

RFP Number: N00014-16-R-0012

Closing Date: 07 December 2015

Attn: ONR 252 LC

*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.*

The U.S. Postal Service continues to irradiate letters, flats, Express and Priority Mail with stamps for postage and other packages destined to Government agencies. Due to the potential delays in receiving mail, offerors are encouraged to use alternatives to the mail, such as delivery services, when submitting proposals. Offerors may also hand-deliver their proposals to The Office of Naval Research provided they pre-arrange a time and date prior to the closing of the solicitation with Lynn Christian at [lynn.christian@navy.mil](mailto:lynn.christian@navy.mil) or (703) 696-1575.

- (c) The proposals shall be unclassified.
- (d) Proposal submissions will be protected from unauthorized disclosure in accordance with FAR Subpart 15.207, applicable law, and DoD/DoN regulations. Offerors are expected to appropriately mark each page of their submission that contains proprietary information.
- (e) The government may use selected support contractor personnel to assist in providing both technical expertise and administrative support regarding any submitted proposals. These support contractors will be bound by appropriate non-disclosure agreements to protect proprietary and source-selection information.
- (f) While ONR encourages offerors to rely upon all resources available to them, ONR will accept only one (1) proposal from each parent company.
- (g) Significant Dates and Times:

<u>EVENT</u>	<u>DATE</u>	<u>TIME (EASTERN LOCAL TIME)</u>
IDIQ Technical and Cost Proposals due	07 December 2015	2:00 PM
Award of IDIQ Contracts	TBD*	

\*TBD = To Be Determined

(h) The Government intends to make award on initial proposals; however, the Government reserves the right to hold discussions.

(i) Submission of Questions

Any technical or business questions regarding the RFP must be provided to the Point of Contact for Information listed on Form DD 1707 entitled "Information to Offerors or Quoters"; Block Number 8 entitled "Point of Contact for Information". All questions shall be submitted via email.

Questions must be submitted by 2:00 P.M. Eastern Local Time on 23 November 2015. Questions after this date and time may not be answered and the due date for submission of the proposals will not be extended.

**L 6 Provisions**

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

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

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

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

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

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

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

*FAR 52.216-27 Single or Multiple Awards. (OCT 1995)*

*FAR 52.222-24 Preaward On-Site Equal Opportunity Compliance Evaluation. (FEB 1999)*

*FAR 52.222-46 Evaluation of Compensation for Professional Employees. (FEB 1993)*

*FAR 52.237-10 Identification of Uncompensated Overtime. (MAR 2015)*

*DFARS 252.211-7002 Availability of Examination of Specification, Standards, Plans, Drawings, Data Item Descriptions, and Other Pertinent Documents. (DEC 1991)*

*DFARS 252.223-7006 Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials. (SEP 2014) - Alternate I (SEP 2014)*

*DFARS 252.225-7003 Report of intended performance outside the United States and Canada-Submission with offer. (OCT 2015)*

*DFARS 252.232-7001 Disposition of Payments. (DEC 1991)*

*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 52.211-2 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 (<https://assist.dla.mil/online/start/>);
- (2) Quick Search (<http://quicksearch.dla.mil/>);
- (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 (<https://assist.dla.mil/wizard/index.cfm>);
- (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 52.216-1 Type of Contract. (APR 1984)*

The Government contemplates award of a [ ] 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 Lynn Christian, ONR 252, Office of Naval Research 875 North Randolph Street Suite W1272 Arlington, VA 22203-1955

(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)

*DFAR Deviations 252.234-7001 NOTICE OF EARNED VALUE MANAGEMENT SYSTEM (DEVIATION 2015-O0017)(SEP 2015)*

(a) If the offeror submits a proposal in the amount of \$100,000,000 or more—

(1) The offeror shall provide documentation that the Cognizant Federal Agency (CFA) has determined that the proposed Earned Value Management System (EVMS) complies with the EVMS guidelines in the American National Standards Institute/Electronic Industries Alliance Standard 748, Earned Value Management Systems (ANSI/EIA-748) (current version at time of solicitation). The Government reserves the right to perform reviews of the EVMS when deemed necessary to verify compliance.

(2) If the offeror proposes to use a system that has not been determined to be in compliance with the requirements of paragraph (a)(1) of this provision, the offeror shall submit a comprehensive plan for compliance with the guidelines in ANSI/EIA-748.

(i) The plan shall—

(A) Describe the EVMS the offeror intends to use in performance of the contract, and how the proposed EVMS complies with the EVMS guidelines in ANSI/EIA-748;

(B) Distinguish between the offeror's existing management system and modifications proposed to meet the EVMS guidelines;

(C) Describe the management system and its application in terms of the EVMS guidelines;

(D) Describe the proposed procedure for administration of the EVMS guidelines as applied to subcontractors; and

(E) Describe the process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(ii) The offeror shall provide information and assistance as required by the Contracting Officer to support review of the plan.

(iii) The offeror's EVMS plan must provide milestones that indicate when the offeror anticipates that the EVMS will be compliant with the guidelines in ANSI/EIA-748.

(b) If the offeror submits a proposal in an amount less than \$100,000,000—

(1) The offeror shall submit a written description of the management procedures it will use and maintain in the performance of any resultant contract to comply with the requirements of the Earned Value Management System clause of the contract. The description shall include—

(i) A matrix that correlates each guideline in ANSI/EIA-748 (current version at time of solicitation) to the corresponding process in the offeror's written management procedures; and

(ii) The process the offeror will use to determine subcontractor compliance with ANSI/EIA-748.

(2) If the offeror proposes to use an EVMS that has been determined by the CFA to be in compliance with the EVMS guidelines in ANSI/EIA-748, the offeror may submit a copy of the documentation of such determination instead of the written description required by paragraph (b)(1) of this provision.

(c) The offeror shall identify the subcontractors (or the subcontracted effort if subcontractors have not been selected) to whom the EVMS requirements will apply. The offeror and the Government shall agree to the subcontractors or the subcontracted effort selected for application of the EVMS requirements. The offeror shall be responsible for ensuring that the selected subcontractors comply with the requirements of the Earned Value Management System clause of the contract.

(End of provision)

## **SECTION M - Evaluation Criteria**

### ***M 1 Evaluation Criteria for IDIQ Contract Awards***

The Government will evaluate the offeror's proposal to determine the offeror's understanding and capability to perform the requirements. The Government will determine acceptability or unacceptability of each proposal by evaluating the following: Technical Capability and Experience, Past Performance, Commitment to Small Business, and Cost. Award will be made on the basis of reasonable costs and the acceptability of the contractor's non-cost factors.

The Government will evaluate using the following factors and sub-factors.

#### **I. Technical Factors**

##### **A. Technical Capability and Experience**

The extent to which the offer's narrative demonstrates the offeror's capability to meet the statement of work requirements. The narrative shall address:

- The work performed and the resulting product(s) that was delivered.
- How the work and product(s) are relevant to integrated EMC<sup>2</sup>.
- The overall architecture of the contracted system, issues that needed to be solved, both technical and programmatic, and how those issues were resolved and or mitigated.
- How the architecture met Modular Open System requirements.
- How the offeror organized, staffed, and managed the contracted system project effort(s) being addressed by the offeror in response to this solicitation.
- How the offeror provided the Government with sufficient information to show that the offeror has the corporate systems, controls and processes to fulfill the requirements for any resulting task orders.
- How the offeror coordinated with the Government program office.

## B. Past Performance

The ability of the offeror to successfully perform the required effort, based on past performance information addressed below:

- Timeliness of Performance: The extent to which the offeror met interim milestones and completed deliverables on time, the offeror's performance was reliable, and the offeror has been responsive to technical direction.
- Cost Control: The extent to which the offeror has delivered products within budget, billings have been current, accurate, and traceable, actual costs have tracked to the negotiated costs and cost control measures have controlled costs resulting in efficiencies and includes a discussion of the offeror's system for controlling costs.
- Business relations: The extent to which the offeror has shown business-like concern for the Government's and other contractor's interests, exhibited effective management and has demonstrated a reasonable and cooperative team attitude.
- Customer satisfaction: The extent to which the offeror satisfied the end user with the contractor's products and service.
- Reference Information Provided: The extent to which the offeror properly provide the reference information on one (1) to three (3) previous contract(s), current as of the date of proposal submittal. The information must have included the contract number(s), contract(s) type, total value, period-of-performance, and technical point of contact(s) within the awarding organization(s) (government or industry), their telephone number(s) and email address(s).

## C. Commitment to Small Business

(1) The extent to which the offeror provided a narrative that described the offeror's intent and commitment to small and small disadvantaged businesses in conducting the tasks necessary to accomplish the contracted system defined by the offeror. Specifically the "Commitment to Small Business" included the following:

(i) A description of how 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 universities, and minority institutions) were used to perform the required tasks.

(ii) A description of the offerors commitment to use such firms for subcontracting opportunities;

(iii) A description of the complexity and variety of the work small firms performed;

(iv) In instances where no subcontracting of the outlined tasks was utilized, the extent to which the offeror included a description of how these commitments were handled within the offeror's internal operations (such as purchase of office supplies, janitorial, security or other general service or supply items).

(v) A description of how the offeror intends to utilize a Government Point of Entry to advertise small business opportunities

(2) The Small Business Subcontracting Plan submitted by large businesses and non-profits for the contract under the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) will be evaluated to see whether it includes at least the congressionally mandated goals of twenty three percent (23%) for small business concerns, five percent (5%) for small disadvantaged business concerns, five percent (5%) for women-owned small business concerns, three percent (3%) for HUBZone, and three percent (3%) for service-disabled veteran small business or includes a detailed explanation as to why these goals cannot be included in the plan.

## M2 Cost



## Cost and Price Information

To be acceptable, the offeror's cost information listed below must be evaluated to be fair and reasonable.

Systems Engineer

Software Engineer

Electrical Engineer

Administrator

The extent to which the offeror provided direct labor rates in accordance with their forward pricing rate recommendation or agreement or were they justified with current payroll documentation.

The extent to which the offeror provided indirect labor rates for all indirect rate categories, including Overhead, General and Administrative (G&A), Fringe Benefits, Material Handling, and Facilities Capital Cost of Money. Did the offeror provide direct labor rates escalation for years two through seven of the contract, and indirect labor rates.

The extent to which the offeror proposed indirect labor rates and direct labor escalation were determined to be realistic and fair and reasonable.

The extent to which the offeror provided proof that it is registered in the System for Award Management (SAM) prior to proposal submission.