

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES 1 47	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER N00014-16-R-0015	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 06/07/2016	6. REQUISITION/PURCHASE NUMBER
7. ISSUED BY Office of Naval Research (ONR 254) David F. Godfrey (703) 696-2586 david.f.godfrey@navy.mil 875 N. Randolph Street Rm W1261 Arlington VA 22203-1995		CODE N00014	8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7		

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

SOLICITATION

9. Sealed offers in original and See Section L 1.3 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 Block 8 Address until 1200 ET local time 07/11/2016
(Hour) (Date)

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

10. FOR INFORMATION CALL:	A. NAME David Godfrey	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS david.f.godfrey@navy.mil
		AREA CODE 703	NUMBER 696-2586	EXT.	

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	1	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	19
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	1	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	25
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	2	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	26
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	32
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	3	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	40
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	16				

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 <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER			

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) Sharon T. Palustre		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

STANDARD FORM 33 (Rev. 9-97)
Prescribed by GSA - FAR (48 CFR) 53.214(c)

SECTION A - Solicitation/Contract Form

Solicitation Number N00014-16-R-0015 is issued as a Request for Proposal (RFP). The solicitation and incorporated provisions and clauses are those in effect through Federal Acquisition Circular current to FAC 2005-87, Effective 07 Mar 2016.

This solicitation is reserved for Service Disabled Veteran Owned Small Business (SDVOSB) concerns. The associated NAICS Code for this solicitation 541330. Proposals from other contractors will not be considered. Offerors are responsible for providing the applicable certification or assurance in accordance with FAR 52.219-14.

This is a consolidated requirement that was previously competed under an Office of Naval Research (ONR) SEAPORT-e Solicitation N00024-11-R-3282 and a solicitation posted to FedBizOpps. Awards were made as follows:

- Vencore Services and Solutions, Inc. (formerly known as Ocean Systems Engineering and QINETIQ North America, Inc.) under task order N00178-04-D-4096-EE02
- Engineering Services Network under contract N00014-13-C-0381

The anticipated award will be a Cost-Plus-Fixed Fee (term) contract.

In accordance with FAR 16.301-3(a), a cost-reimbursement contract requires the contractor to have an adequate accounting system for determining costs applicable to the contract.

The Office of Naval Research (ONR) has established service contracting tripwires for service contracts funded and executed at ONR. Offers proposing fully burdened labor rates in excess of \$155 per hour for the base and option periods identified within this solicitation will be subject to additional analysis and higher level review to assess cost reasonableness. Tripwire guidance applies to all of the positions in this solicitation.

SECTION B - Supplies or Services/Prices

B-1 Supplies or Services/Prices

Cost Reimbursement CLINs/SLINs

Item/Sub Number	Description	Product Service Code (PSC)	Obligated Amount	Quantity	Unit of Issue	Total Amount
0001	SBIR/STTR Technical, Engineering and Program Management Support Services as described in Section C and provide reports and data in accordance with Exhibit A.	R408				
0002	Other Direct Costs (ODCs) Travel (e.g. airfare, parking, hotel, per diem, rental cars, and mileage); Conference Registration and Attendance; Non-GPO Printing; Exhibit Materials; and Shipping.	R408				
0003	Other Direct Costs (ODCs) Software Licenses and Cloud Services	R408				
Total Amount						

The total exercised value is **To be determined (completed at time of award)**.

Optional Cost Reimbursement CLINs/SLINs

Item/Sub Number	Description	Product Service Code (PSC)	Obligated Amount	Quantity	Unit of Issue	Total Amount
0004	Option Period 1 - SBIR/STTR Technical, Engineering and Program Management Support Services as described in Section C and provide reports and data in accordance with Exhibit A.	R408				

Item/Sub Number	Description	Product Service Code (PSC)	Obligated Amount	Quantity	Unit of Issue	Total Amount
0005	Option Period 1 - Other Direct Costs Travel (e.g. airfare, parking, hotel, per diem, rental cars, and mileage); Conference Registration & Attendance; Non-GPO Printing; Exhibit Materials; and Shipping.	R408				
0006	Option Period 1 - Other Direct Costs Software Licenses and Cloud Services	R408				
0007	Option Period 2 - SBIR/STTR Technical, Engineering and Program Management Support Services as described in Section C and provide reports and data in accordance with Exhibit A.	R408				
0008	Option Period 2 - Other Direct Costs Travel (e.g. airfare, parking, hotel, per diem, rental cars, and mileage); Conference Registration & Attendance; Non-GPO Printing; Exhibit Materials; and Shipping.	R408				
0009	Option Period 2 - Other Direct Costs Software Licenses and Cloud Services	R408				
0010	Option Period 3 - SBIR/STTR Technical, Engineering and Program Management Support Services as described in Section C and provide reports and data in accordance with Exhibit A.	R408				
0011	Option Period 3 - Other Direct Costs Travel (e.g. airfare, parking, hotel, per diem, rental cars, and mileage); Conference Registration & Attendance; Non-GPO Printing; Exhibit Materials; and Shipping.	R408				
0012	Option Period 3 - Other Direct Costs Software Licenses and Cloud Services	R408				
0013	Option Period 4 - SBIR/STTR Technical, Engineering and Program Management Support Services as described in Section C and provide reports and data in accordance with Exhibit A.	R408				
0014	Option Period 4 - Other Direct Costs Travel (e.g. airfare, parking, hotel, per diem, rental cars, and mileage); Conference Registration & Attendance; Non-GPO Printing; Exhibit Materials; and Shipping.	R408				
0015	Option Period 4 - Other Direct Costs Software Licenses and Cloud Services	R408				
Total Amount of Options						

SECTION C - Description/Specifications

See Section J - Attachment 1.

SECTION D - Packaging and Marking

D-1 Packaging and Marking

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

SECTION E - Inspection and Acceptance

E-1 Award Inspection and Acceptance

Inspection and Acceptance of the reports and/or other deliverables under this contract will be accomplished by the Contracting Officer Representative (COR) designated in Section G-6 of this contract, who shall have thirty (30) days after contractual delivery for acceptance.

E-2 Contract Clauses

Clause Database	Clause Number	Clause Title	Item List
FAR	52.246-5	Inspection of Services - Cost-Reimbursement. (APR 1984)	

SECTION F - Deliveries or Performance

F-1 Deliveries and Performance

1. The support services performed under the Base Period, (CLINs 0001, 0002 & 0003), shall be performed for twelve (12) months from the date of contract award.
2. If exercised, the support services performed under Option Period 1, (CLINs 0004, 0005 and 0006), shall be performed during the twelve-month period immediately following the expiration of the Base Period (contract year 1).
3. If exercised, the support services performed under the Option Period 2, (CLINs 0007, 0008 and 0009), shall be performed during the twelve-month period immediately following the expiration of the Option Period 1 (contract year 2).
4. If exercised, the support services performed under the Option Period 3, (CLINs 0010, 0011 and 0012), shall be performed during the twelve-month period immediately following the expiration of the Option Period 2 (contract year 3).
5. If exercised, the support services performed under the Option Period 4, (CLINs 0013, 0014 and 0015), shall be performed during the twelve-month period immediately following the expiration of the Option Period 3 (contract year 4).

F-2 Place of Delivery

All reports and data shall be F.O.B. Destination in accordance with Exhibit A (Contract Data Requirements List (CDRL)), shall be addressed to the cognizant Contracting Officer's Representative (COR) designated in Section G-6 of this contract, and shall reference contract no. **(To be completed at time of award)**.

F-3 Place of Performance

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

F-4 Contract Clauses

Clause Database	Clause Number	Clause Title	Item List
FAR	52.242-15	Stop-Work Order. (AUG 1989) - Alternate I (APR 1984)	

SECTION G - Contract Administration Data

G-1 Payment and Invoice Instructions (cost Reimbursement)

G-1.1 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).

Cost Voucher

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

Destination/Destination (D/D)

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

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD (will be completed upon award)
Issue By DoDAAC	TBD (will be completed upon award)

Admin DoDAAC	TBD (will be completed upon award)
Inspect By DoDAAC	TBD (will be completed upon award)
Ship To Code	TBD (will be completed upon award)
Ship From Code	TBD (will be completed upon award)
Mark For Code	TBD (will be completed upon award)
Service Approver (DoDAAC)	TBD (will be completed upon award)
Service Acceptor (DoDAAC)	TBD (will be completed upon award)
Accept at Other DoDAAC	TBD (will be completed upon award)
LPO DoDAAC	TBD (will be completed upon award)
DCAA Auditor DoDAAC	TBD (will be completed upon award)
Other DoDAAC(s)	TBD (will be completed upon award)

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

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

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

COR EMAIL ADDRESS TO BE COMPLETED UPON CONTRACT AWARD

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

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)

G-1.2 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) 0001 - 0015 under this contract.

G-1.3 Payment of Allowable Costs and Fixed Fee

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

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

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-1.4 Allotment of Funds (to be completed upon contract award)

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

(b) It is hereby understood and agreed that CLIN XXXX will not exceed a total amount of \$ TBD including a total cost of \$ TBD and a fixed fee of \$ TBD. The total amount presently available for payment and allotted to CLIN XXXX of this contract is \$ TBD including a total cost of \$ TBD and a fixed fee of \$ TBD. It is estimated that the amount allotted of \$ TBD will cover the period from TBD through TBD.

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

G-2 Contract Administration Delegation

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

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

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

G-3 Award Distribution

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 used:

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

G-4 ONR- Electronic Document Access

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.

G-5 Procuring Office Representatives

In order to expedite administration of this contract, the ACO 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 – Mr. David F. Godfrey, ONR 254, (703) 696-2586, E-Mail Address: david.f.godfrey@navy.mil.

(If initial response to contract negotiator’s email goes unanswered after 3 business days or the contractor knows the previous negotiator has left ONR, forward message to ONR_Code254ProcurementTech@navy.mil)

Inspection and Acceptance – Contracting Officer’s Representative (COR) as designated in G-6.

Security Matters – Ms. Torri Powell, ONR 43, (703) 696-8177, E-Mail Address: torri.powell@navy.mil

Patent Counsel – Mr. John Forrest, (703) 696-4000, E-mail: john.forrest@navy.mil

G-6 Contracting Officer's Representative

The COR for this contract is: **To be Completed at Contract Award**

Code:
Address:
Phone Number:
Email address:

The Alternate COR for this contract is: **To be Completed at Contract Award**

Code:
Address:
Phone Number:
Email address:

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 a Contracting Officer and does not have authority to take any action, either directly or indirectly, to change any terms and conditions of the contract, or to direct the accomplishment of effort which goes beyond the scope of the contract's Performance Work Statement . When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor until the contracting officer has formally resolved the issue in writing. In the absence of the COR named above (due to reasons such as leave, illness, travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR, if assigned, or the contracting officer if no ACOR is assigned.

G-7 Contractor's Authorized Point of Contact

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

Contract Coordinator: **TBD**

Name:
Phone:
Email:

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

G-8 Changes Only by Contracting Officer

a. No order, statement or conduct of Government persons who meet or communicate with the contractor during the performance of this contract shall constitute a change under the “changes” clause of this contract.

b. The contractor shall not comply with any order, direction or request of Government personnel that alters the terms of the task order unless it has been approved in writing and signed by the Contracting Officer.

c. The Contracting Officer is the only person authorized to approve changes to any of the requirements of this contract. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in contract price or period of performance to cover any increase in costs incurred as a result thereof. The Contracting Officer for this requirement is: **Ms. Tracie Simmons, email: tracie.simmons@navy.mil, (703) 696-7827.**

G-9 Contract Type

This is a Cost-Plus-Fixed Fee term contract.

G-10 Level of Effort

(a) The Contractor agrees to provide the level of effort specified below in performance of the work described in the PWS of this contract. The level of effort for the performance of this contract shall be man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

CLIN Period	Hours Per Period
Base for Year 1	
CLIN TBD - Labor	28,000
CLIN TBD – Option for Data Transition	2,500
Option for Year 2	
CLIN TBD - Labor	28,000
Option for Year 3	
CLIN TBD - Labor	28,000
Option for Year 4	
CLIN TBD - Labor	28,000
Option for Year 5	
CLIN TBD - Labor	28,000

Note: One (1) FTE is equivalent to 2,000 hours, which is based on a 2,080 man-years taking into consideration ten (10) federal holidays.

(b) Listed above are both compensated and uncompensated man-hours associated with this contract. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. Total Time Accounting (TTA) effort is included in this definition. All other effort is defined as compensated effort. If no effort is indicated in the above table, uncompensated/ TTA effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual

work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately **538** hours per week for Base CLINs 0001 - 0003 and Option CLINS 0004 - 0015. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

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

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee X (Required LOE - Expended LOE)

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

G-11 Increase in Level of Effort (Cost-Reimbursement)

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in

Section F of this contract, to increase the level of effort for direct labor only by up to thirty percent (30%) of the total level of effort for that contract period at the same labor mix as proposed/accepted in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

$IEC = (ILOE/LOE) \times EC$

$IFF = (ILOE/LOE) \times FF$

IEC = The increase in the estimated cost.

ILOE = The increase in the level of effort.

LOE = The level of effort contracted for the contract year in which the level of effort is increased.

EC = The estimated cost contracted for in the contract year in which the level of effort is increased.

IFF = The increase in the fixed fee.

FF = The fixed fee contracted for in the contract year in which the level of effort is increased.

This option may be exercised at any time or times prior to the end of the affected contract period provided however, that the exercise of such option must give the Contractor sufficient time to provide all of the man-hours for that period, including the increase, by the end of the affected period.

(b) Any exercise by the Government of its option rights under this clause shall be affected by written notice from the Contracting Officer.

(c) The exercise of the option shall be formally reflected by a modification to this contract increasing the estimated cost and fixed fee for direct labor and adjusting the Level of Effort provision for the affected contract period.

G-12 Personnel Qualifications

The Contractor shall provide qualified personnel to manage and execute all aspects of the PWS. All personnel performing under the contract must meet or exceed the personnel qualifications of those personnel proposed at the time of proposal submission. The Government shall have a minimum of seven (7) calendar days to review the qualifications of substitute personnel prior to their reporting to work. The Contractor shall be prepared to provide other personnel immediately (within seven (7) calendar days) should any of the substitute personnel be considered unqualified.

G-13 Contractor Assignment of Personnel

a) Personnel provided under this contract are critical to the mission of ONR. The contractor is expected to minimize employee turnover with respect to personnel performing under this PWS.

b) All personnel under this contract shall possess sufficient breadth and depth of applicable experience to provide pertinent support independently.

c) In the event that the performance of contractor personnel is deficient, the COR or the Contracting Officer will notify the Contractor of the deficiency regarding the contractor's personnel. The contractor will have 30 days to remedy the situation in a manner that is acceptable to the Government. A mutual effort will be made to resolve all problems and issues identified.

G-14 Performance Evaluations in Contractor Performance Assessment Reporting System (CPARS)

a. Continual monitoring of performance is one critical element to the success of the contract. Performance evaluation reports will be prepared at the time of final acceptance of work, termination, annually or other times, as appropriate. Performance evaluations are done in CPARS at www.cpars.gov by focusing on elements of quality control, effectiveness of management, timely performance and compliance with safety standards.

b. If the COR concludes that a contractor's overall performance is less than satisfactory, the contractor shall be advised in writing. Contractors taking exception to the evaluation ratings are encouraged to submit comments in writing within CPARS. If the contractor submits written comments, the COR shall include them in the report, resolve any alleged factual discrepancies, and make appropriate changes to the report. If the contractor's performance is found to be less than satisfactory, actions may warrant the Government to make new arrangements with different suppliers or modify existing arrangements.

c. The prime contractor is responsible for the management, performance and monitoring of all subcontractors who are working on this contract. If a subcontractor's performance is less than satisfactory, the Government expects the prime contractor to take effective actions to correct less than satisfactory performance. Less than satisfactory performance by a subcontractor may reflect adversely on the contractor's performance evaluation within the CPARS system.

G-15 Program Review with ONR

a. The Contractor, the Contracting Officer and/or Contract Specialist, and COR(s) shall meet to review performance under this contract, to determine on-going status, to identify and resolve problems and/or to provide information to decision-maker(s).

b. Thereafter, the Contractor, the Contracting Officer/Contract Specialist, and COR(s) will meet quarterly to discuss key process indicators, process deficiencies and problem resolutions. During these meetings, the Contractor’s performance and any existing problems will be discussed. A mutual effort will be made to resolve all problems/issues identified.

G-16 Order Details

G-16.1 Other Direct Costs (ODCs)

ODCs (e.g., Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, Non-GPO Printing, Cloud Services and Software Licenses) will be reimbursed at cost without profit or fee. Purchases of all items (e.g., Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, Non-GPO Printing, Cloud Services and Software Licenses) must be approved in advance by the COR and Contracting Officer (if required).

The purchase of any computer or magnetic media (e.g., hard drives, flash drives) must be approved by the COR prior to purchase. In accordance with Navy Telecommunication Directive 03-11, ANY such device connected to Navy Marine Corps Intranet Network shall be turned over to the Government for disposal at the end of contract performance. To prevent forfeit of ownership, the contractor may NOT connect any privately-owned device to a Government network.

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

At this time the specific ODC items cannot be identified; however, the Conference Attendance, Training Events, Exhibit Materials, Travel, Shipping, Printing, Cloud Services and Software Licenses cost totals cannot exceed the annual Not-to- Exceed (NTE) amount as specified below for each CLIN:

CLIN Period	Annual Not-to-Exceed Amount
Base for Year 1	
CLIN 0002 - Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, and Non-GPO Printing	\$75,000
CLIN 0003 –Cloud Services and Software Licenses	\$75,000
Option for Year 2	
CLIN 0005 - Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, and Non-GPO Printing	\$75,000
CLIN 0006 –Cloud Services and Software Licenses	\$75,000

Option for Year 3	
CLIN 0008 - Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, and Non-GPO Printing	\$75,000
CLIN 0009 –Cloud Services and Software Licenses	\$75,000
Option for Year 4	
CLIN 0011 - Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, and Non-GPO Printing	\$75,000
CLIN 0012 –Cloud Services and Software Licenses	\$75,000
Option for year 5	
CLIN 0014 - Conference Registration and Attendance, Training Events, Exhibit Materials, Travel, Shipping, and Non-GPO Printing	\$75,000
CLIN 0015 –Cloud Services and Software Licenses	\$75,000

G-16.2 Travel and Per Diem

Travel will be required to support this PWS. In accordance with the contract requirements, direct costs associated with the Contractor's travel should not exceed the applicable rates found in the Joint Travel Regulations (JTR). All travel arrangements under the Contractor's responsibility include: clearance requests, hotel accommodations, travel orders, and visa/passport requirements, unless otherwise stated by the Government sponsor. The contractor shall make every effort to make all travel arrangements at least 21 days in advance. Travel may be CONUS or OCONUS. The COR will provide further guidance regarding travel needed to support this PWS during the period of performance. As stated in Section C 8.11, the contractor shall provide a worksheet detailing the cost of travel to the COR and Contracting Officer and/or Contract Specialist (if required) for written approval prior to any travel.

G-16.3 Parking and Local Transportation

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

G-16.4 Printing and High Speed High Volume Duplicating

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

G-16.5 Food

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

G-16.6 Government Furnished Resources (GFR)

The Government will provide information, material and forms unique to the Government for supporting this contract. The Government furnished resources necessary to perform the PWS must be identified and requested through the designated COR. The Government shall provide an NMCI-approved computer that adheres with NMCI and Navy IT regulations for contractor personnel working on government facilities.

Please note that contractor support work that was previously being performed at off-site locations may now be required to be performed or implemented on-site at ONR in order to comply with all Navy regulations (e.g., Wikis, websites).

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

<http://www.nmcieds.com/index.asp>.

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

G-17 Security Requirements

G-17.1 Facility Security Clearance Requirements

Facility Security Clearance Requirements will not be required to support the PWS.

G-17.2 Personnel Security Clearance Requirements

Personnel Security Clearance Requirements will not be required to support the PWS.

G-17.3 National Agency Checks (NAC)

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

G-17.4 General Security and Safeguarding Requirements

General Security and Safeguarding Requirements will not be required to support the PWS.

G-17.5 Privacy Act

All Contractor personnel assigned to this contract will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release. (See Section G 16.2 Safeguarding Information).

G-17.6 Personally Identifiable Information (PII)

Under the performance of this contract, the contractor will have access to Personal Identifiable Information (PII). PII refers to information that can be used to distinguish or trace an individual's identity. This includes such items as (but not limited to) a person's name, social security number, home/ cell telephone numbers, email addresses, bank account information, and biometric records. The Contractor must properly mark and protect PII that is collected, maintained, created, or disseminated in accordance with DoD, Navy and ONR policies and procedures.

G-17.7 Nondisclosure Agreement

A Nondisclosure Agreement is required under the performance of this contract. Each contractor employee will be required to complete and sign a Nondisclosure Agreement (NDA) prior to starting work under this contract. If personnel are replaced under this contract, a signed NDA will also be required of those contractor employees before coming onboard at the Office of Naval Research. All contractor personnel shall complete and sign the NDA at ONR Headquarters during their Check-In Process. (See Attachment No. 8 Nondisclosure Agreement (NDA))

G-18 Organizational Conflict of Interest (OCI)

G-18.1 Limitations on Providing Support Services

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

Note: As a result of the information and access provided to the contractor during the performance of this contract, the contractor shall not propose under any topics in the DoN portion of the SBIR/STTR solicitation for the Department of Defense as this would be a conflict of interest.

G-18.2 Safeguarding Information

The parties acknowledge that, during performance of the contract, the Contractor may require access to certain proprietary and confidential information (whether in its original or derived form) submitted to or produced by the Government. Such information includes, but is not limited to, business practices, proposals, designs, mission or operation concepts, sketches, management policies, cost and operating expense, technical data and trade secrets, proposed Navy budgetary information, and acquisition planning or acquisition actions, obtained either directly or indirectly as a result of the effort performed on behalf of ONR. The Contractor shall take appropriate steps not only to safeguard such information, but also to prevent disclosure of such information to any party other than the Government. The Contractor agrees to indoctrinate company personnel who will have access to or custody of the information concerning the nature of the confidential terms under which the Government received such information and shall stress that the information shall not be disclosed to any other party or to Contractor personnel who do not need to know the contents thereof for the performance of the contract. Contractor personnel shall also be informed that they shall not engage in any other action, venture, or employment wherein this information will be used for any purpose by any other party.

G-18.3 Organizational Restrictions

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

SECTION H - Special Contract Requirements

H-1 Notification Concerning Determination of Small Business Size Status

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award.

H-2 Special Requirements for Service Contracts

a. Inherently Governmental Functions – No inherently government functions as defined in FAR 2.101; and FAR 7.5 are to be performed by the contractor or contractor personnel performing under this contract. Contractor employees shall not participate in any deliberations or meetings intended to exercise an inherently governmental function. All final determinations such as binding the United States to take or not to take some action, selecting program priorities, and providing direction to Federal employees shall be made by the government. The contractor shall immediately notify the Contracting Officer's Representative (COR) and the Contracting Officer if performance of an activity would result in the performance of an inherently governmental function.

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

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

H-3 Key Personnel

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

b. The Contractor understands that during the first ninety (90) days of the contract performance period, no personnel substitutions will be permitted unless these substitutions are unavoidable because of the incumbent's sudden illness, death or termination of employment. In any of these events, the Contractor shall promptly notify the Contracting Officer and provide the information described in paragraph (c) below. After the initial ninety (90) day period the Contractor must submit to the Contracting Officer all proposed substitutions, in writing, at least 30 days in advance (45 days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

c. Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute

must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.

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

The following are identified as key personnel: **To be completed at contract award**

Labor Category	First/M/Last Name
Program Manager (1 FTE)	TBD
Senior Analyst (1 FTE)	TBD
Senior Analyst (1 FTE)	TBD
Senior Analyst (.50 FTE)	TBD
Subject Matter Expert (1 FTE)	TBD
Senior Programmer (1 FTE)	TBD
Senior Network Systems Engineer (1 FTE)	TBD

H-4 Technical Direction

a. Performance of the work hereunder is subject to the technical direction of the COR designated in this contract, or duly authorized representative. For the purposes of this clause, technical direction includes the following:

1. Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the statement of work;
2. Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

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

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

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

H-5 Consent to Subcontract and/or Hire Consultants

The services of the following subcontractors and/or consultants have been identified as necessary for the performance of this contract: **To be completed at contract award**

Identified Subcontractor(s)	Estimated Hours	Base/Option	Estimated
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		Period	Cost

Identified Consultant(s)	Estimated Hours	Base/Option Period	Estimated Cost

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

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

H-6 On-site Working Conditions, Holidays and Other Closures

- a. ONR Headquarters is a smoking restricted workplace. Due to the nature of the work, facilities, and requirements, contractor staff may only smoke outside in designated smoking areas.
- b. ONR conforms to public holidays for federal employees. Contractor support will not be required on public holidays or other days designated as holidays, except to the extent that travel for operational requirements are scheduled. Government personnel observe the following days as holidays and the Government facilities will be closed and unavailable to contractor personnel on these days:

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

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

- c. In addition to the days designated as holidays, the Government observes the following days:
 - Any other day designated by Federal Statute
 - Any other day designated by Executive Order

- Presidential Inauguration Day
- Any other day designated by the President's Proclamation

d. In the event the Government is closed for any other purpose (e.g., inclement weather, furlough), contractor support personnel may be authorized to work, provided their company's supervisor has first communicated with the COR to obtain permission.

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

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

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

H-7 Hours of Operation

a. The Contractor must at all times maintain an adequate workforce for the uninterrupted performance of all tasks defined within this PWS. The stability and continuity of the workforce are essential.

b. Support must be provided during ONR's core business hours, which begin between the hours of 6:00 and 10:00 am and end between 3:00 and 6:30 pm.

c. Consistent with ONR's core business hours, the Contractor shall provide effort described in paragraph G-8 eight hours per day, forty hours per week, Monday through Friday. With COR approval, the Contractor may adjust individual employee schedules such that during a two-week period of eighty hours, an employee may work eight, nine-hour days; one, eight-hour day; and have one day off. The day off must be either a Monday or Friday.

H-8 Option to Telework

Telework may be approved by the COR or ACOR if it is determined the work to be performed can be accomplished offsite. In the case of a government shutdown or furlough, approval by the PCO would also be required in addition to the COR or ACOR. Teleworking must be at no additional cost to the government and not detrimental to contract performance.

During approved telework periods, contractors are authorized to use appropriate government furnished equipment to accomplish specific tasks outlined in the work plan.

H-9 Incorporation of the Contractor's Technical/Cost Proposal

TO BE COMPLETED UPON CONTRACT AWARD

Contractor's proposal number TBD dated TBD, including any revisions thereto, is incorporated herein by reference with the same force and effect as if set forth in full text. Nothing in the contractor's proposal shall constitute a waiver of any of the terms of the contract. For purposes of FAR clause 52.215-8 "Order of Precedence", the contractor's technical proposal shall be considered a Specification but the Governments PWS shall take precedence over the contractor's proposal.

SECTION I - Contract Clauses

I-1 Contract Clauses

I-1.1 FAR 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

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

(End of clause)

Clause Database	Clause Number	Clause Title	Item List
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	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)	
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. (NOV 2015)	
FAR	52.210-1	Market Research. (APR 2011)	
FAR	52.215-2	Audit and Records - Negotiation. (OCT 2010)	
FAR	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)	
FAR	52.215-15	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	52.215-23	Limitations on Pass-Through Charges. (OCT 2009)	
FAR	52.216-7	Allowable Cost and Payment. (JUN 2013)	
FAR	52.216-8	Fixed Fee. (JUN 2011)	
FAR	52.219-6	Notice of Total Small Business Set-Aside. (NOV 2011)	
FAR	52.219-8	Utilization of Small Business Concerns. (OCT 2014)	
FAR	52.219-14	Limitations on Subcontracting. (NOV 2011)	
FAR	52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside. (NOV 2011)	
FAR	52.219-28	Post-Award Small Business Program Rerepresentation. (JUL 2013)	
FAR	52.222-3	Convict Labor. (JUN 2003)	
FAR	52.222-17	Nondisplacement of Qualified Workers. (MAY 2014)	
FAR	52.222-21	Prohibition of segregated facilities. (APR 2015)	

Clause Database	Clause Number	Clause Title	Item List
FAR	52.222-26	Equal Opportunity. (APR 2015)	
FAR	52.222-29	Notification of visa denial. (APR 2015)	
FAR	52.222-37	Employment Reports on Veterans. (FEB 2016)	
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	52.223-6	Drug-Free Workplace. (MAY 2001)	
FAR	52.223-10	Waste Reduction Program. (MAY 2011)	
FAR	52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving. (AUG 2011)	
FAR	52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)	
FAR	52.227-14	Rights in Data-General. (MAY 2014)	
FAR	52.227-17	Rights in Data--Special Works. (DEC 2007)	
FAR	52.227-18	Rights in Data - Existing Works. (DEC 2007)	
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	52.232-25	Prompt payment. (JUL 2013) - Alternate I (FEB 2002)	
FAR	52.232-33	Payment by Electronic Funds Transfer - System for Award Management. (JUL 2013)	
FAR	52.232-39	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) - Alternate I (DEC 1991)	
FAR	52.233-3	Protest after Award. (AUG 1996) - Alternate I (JUN 1985)	
FAR	52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)	
FAR	52.242-1	Notice of Intent to Disallow Costs. (APR 1984)	
FAR	52.242-3	Penalties for Unallowable Costs. (MAY 2014)	
FAR	52.242-4	Certification of Final Indirect Costs. (JAN 1997)	
FAR	52.242-13	Bankruptcy. (JUL 1995)	
FAR	52.243-2	Changes - Cost-Reimbursement. (AUG 1987) - Alternate I (APR 1984)	
FAR	52.244-2	Subcontracts. (OCT 2010)	
FAR	52.244-5	Competition in Subcontracting. (DEC 1996)	
FAR	52.244-6	Subcontracts for Commercial Items. (OCT 2015)	
FAR	52.245-1	Government Property. (APR 2012)	
FAR	52.245-9	Use and Charges (APR 2012)	
FAR	52.246-25	Limitation of Liability - Services. (FEB 1997)	
FAR	52.249-6	Termination (Cost-Reimbursement). (MAY 2004)	
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	252.203-7003	Agency Office of the Inspector General. (DEC 2012)	
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	

Clause Database	Clause Number	Clause Title	Item List
		1992)	
DFARS	252.204-7006	Billing Instructions. (OCT 2005)	
DFARS	252.204-7009	Limitations on the use or disclosure of third-party contractor reported cyber incident information. (DEC 2015)	
DFARS	252.204-7012	Safeguarding covered defense information and cyber incident reporting. (DEC 2015)	
DFARS	252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support. (MAY 2016)	
DFARS	252.205-7000	Provision of Information to Cooperative Agreement Holders. (DEC 1991)	
DFARS	252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism. (OCT 2015)	
DFARS	252.211-7007	Reporting of Government-Furnished Property. (AUG 2012)	
DFARS	252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements. (DEC 2010)	
DFARS	252.223-7004	Drug-Free Work Force. (SEP 1988)	
DFARS	252.225-7001	Buy American and Balance of Payments Program. (NOV 2014)	
DFARS	252.225-7002	Qualifying Country Sources as Subcontractors. (DEC 2012)	
DFARS	252.225-7004	Report of Intended Performance Outside the United States and Canada-Submission after Award. (OCT 2015)	
DFARS	252.225-7012	Preference for Certain Domestic Commodities. (FEB 2013)	
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	252.227-7019	Validation of Asserted Restrictions-Computer Software. (SEP 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	252.232-7003	Electronic Submission of Payment Requests and Receiving Reports. (JUN 2012)	
DFARS	252.232-7010	Levies on Contract Payments. (DEC 2006)	
DFARS	252.237-7010	Prohibition on interrogation of detainees by contractor personnel. (JUN 2013)	
DFARS	252.242-7006	Accounting System Administration. (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)	

Clause Database	Clause Number	Clause Title	Item List
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	252.247-7023	Transportation of supplies by sea. (APR 2014)	
DFARS	252.247-7024	Notification of Transportation of Supplies by Sea. (MAR 2000)	

I-1.2 FAR 52.215-19 Notification of Ownership Changes. (OCT 1997)

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

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

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

(b) The Contractor shall -

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

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

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

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

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

(End of clause)

I-1.3 FAR 52.217-8 Option to Extend Services. (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days of the period of performance end date.

(End of clause)

I-1.4 FAR 52.217-9 Option to Extend the Term of the Contract. (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 45 days (*60 days unless a different number of days is inserted*) before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

I-1.5 FAR 52.222-2 Payment for Overtime Premiums. (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed [* Insert either 'zero' or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.] or the overtime premium is paid for work-

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall-

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in subparagraph (a)(1) through (a)(4) of the clause.

(End of clause)

I-1.6 FAR 52.222-35 Equal Opportunity for Veterans. (OCT 2015)

(a) Definitions. As used in this clause-

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

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

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

(End of clause)

I-1.7 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)

I-1.8 DFARS Deviations 252.203-7997 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2016-O0003)(OCT 2015)

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

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

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

(d)(1) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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

(End of clause)

I-1.9 DFARS Deviations 252.203-7999 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010) (FEB 2015)

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

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

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

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

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

(End of clause)

SECTION J - List of Documents, Exhibits and Other Attachments

Attachment Number	Title	Date
Exhibit A:	Contract Data Requirements List	05/10/2016

Attachment Number	Title	Date
Attachment 1	Performance Work Statement	06/02/2016
Attachment 2:	Quality Assurance Surveillance Program (QASP)	05/10/2016
Attachment 3:	COR Appointment Letter (Draft)	05/10/2016
Attachment 4:	Database System Configuration	05/10/2016
Attachment 5:	Database Transition Requirements	05/10/2016
Attachment 6:	Check-In Contractor(CTR)	05/10/2016
Attachment 7:	Check-Out Contractor(CTR)	05/10/2016
Attachment 8:	Nondisclosure Agreement(NDA)	05/10/2016
Attachment 9:	SBIR-STTR Data Systems Information	05/10/2016
Attachment 10:	Cost-Proposal-Spreadsheet	05/10/2016
Attachment 11:	Past Performance Information	05/10/2016
Attachment 12:	Past Performance Questionnaire	05/10/2016

Note: Attachments 10 through 12 are for proposal submission purposes only and will not be incorporated into the resultant contract.

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

K-1 Representations, Certifications, and Other Statements of Bidders

K-1.1 FAR 52.204-8 Annual Representations and Certifications. (APR 2016)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541330.
- (2) The small business size standard is \$15M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
- (i) Paragraph (d) applies.
- (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:
- (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless-
- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that-

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations-Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance-Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American-Free Trade Agreements-Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan-Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

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

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

(Contracting Officer check as appropriate.)

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

(ii) 52.204-20, Predecessor of Offeror.

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

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

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

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

(vii) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the

changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause No.	Title	Date	Change

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

(End of provision)

K-1.2 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)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

- (i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus-Representation. Applies to all solicitations with institutions of higher education.
- (ii) 252.216-7008, Economic Price Adjustment-Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.
- (iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.
- (iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.
- (v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities-Representations. Applies to solicitations for the acquisition of commercial satellite services.
- (vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.
- (vii) 252.229-7012, Tax Exemptions (Italy)-Representation. Applies to solicitations when contract performance will be in Italy.
- (viii) 252.229-7013, Tax Exemptions (Spain)-Representation. Applies to solicitations when contract performance will be in Spain.
- (ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

(ii) 252.225-7000, Buy American-Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, 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.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <http://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by provision number, title, date). Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

FAR/DFARS provision No.	Title	Date	Change
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

K-1.3 Incorporated By Reference

Clause Database	Clause Number	Clause Title	Item List
FAR	52.204-17	Ownership or Control of Offeror. (NOV 2014)	
FAR	52.204-20	Predecessor of Offeror. (APR 2016)	

K-1.4 FAR 52.209-7 Information Regarding Responsibility Matters. (JUL 2013)

(a) Definitions. As used in this provision-

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K-1.5 DFARS Deviations 252.203-7996 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements- Representation (DEVIATION 2016-O0003)(OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or

otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

K-1.6 DFARS Deviations 252.203-7998 Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-O0010) (OCT 2015)

(a) In accordance with section 101(a) of the Continuing Appropriations Act, 2016 (Pub. L. 114-53) and any subsequent FY 2016 appropriations act that extends to FY 2016 funds the same restrictions as are contained in section 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds appropriated (or otherwise made available) by this or any other Act may be used for a contract with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

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

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

SECTION L - Instructions, Conditions, and Notices to Bidders

L-1 Proposal Requirements

L-1.1 Proposals

This solicitation is reserved for only Service Disabled Veteran Owned Small Business concerns. The contracting officer has determined there is a reasonable expectation of adequate competition for this acquisition.

Proposals must be submitted no later than the date and time specified in paragraph L 1.4 below. Proposals shall be sufficiently detailed to enable the Government to perform an accurate and complete evaluation strictly from the proposal contents. However, in evaluating Past Performance the Government may use data obtained from other sources. The offeror's proposal shall consist of four (4) volumes. Files shall not contain any classified data. The use of hyperlinks in proposals is prohibited.

After receipt of proposals, the Government will evaluate each proposal for the purpose of determining which offeror provides the best value to the Government. Offerors must comply with the detailed instructions herein for the format and content of the proposal. Offerors whose proposals do not comply with the format and content requirements of this solicitation may be ineligible for award.

L-1.2 Proposal Format

Proposals shall be submitted in electronic format. Microsoft Office Professional 2007 or later shall be used to create the volumes. All graphics shall be compatible with MS PowerPoint 2007. All information pertaining to a particular volume shall be confined to that volume. Information contained in a volume that belongs in another volume will not be evaluated. The titles for each volume, along with the references are shown below. Each volume shall contain the applicable proposal information in the referenced volume. All proposal submissions shall be clearly indexed and logically assembled. Each volume shall be clearly identified and shall begin at the top of a page. All pages of each volume shall be appropriately numbered and identified by the complete company name, date and solicitation number in the header or footer. A Table of Contents shall be created for each volume. MS Word (.doc) files shall use the following page setup parameters:

- a. 8.5 x 11 inch paper
- b. Single spaced typed lines
- c. Each paragraph shall be separated by at least one blank line
- d. Photographs, pictures and hyperlinks are not permitted

- e. Corporate logos are prohibited with the exception of the Title Page
- f. Page numbers, headers and footers may be within the page margins ONLY, and are not bound by font requirements
- g. 1 inch margins (top, bottom, left, right)
- h. 12-point Times New Roman Font in text (10 point Times New Roman Font in tables, diagrams and organization charts is permitted)
- i. Tables, diagrams and organization charts are permitted (landscape orientation is permitted)
- j. No ZIP Files
- k. All file names shall include the Prime or Subcontractors Name and Title of document

If printed, proposal pages shall maintain the foregoing format.

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

L-1.3 File Packaging

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

Table 1

Proposal Volume	Volume Contents	Page Limitation	Required # of Hard Copies and DVDs
I	Cover Letter, Offer, Section B Fill-ins and Quality Control Plan	Unlimited	1 Original Hard Copy +1 DVD
II	Technical Proposal: Personnel Qualifications (Key Personnel Resumes), Management Plan and Technical Approach	26	1 Original Hard Copy +4 DVDs
III	Past Performance	Unlimited	1 Original Hard Copy +4 DVDs
IV	Cost	Unlimited	1 Original Hard Copy +1 DVD

Note: cover sheets, Tables of Contents, tab labels and dividers are not included in the total page limitation.

- a. Page Count. Those pages that exceed the page count limitations in Table 1 for each volume or attachment shall not be evaluated. Proposals shall be limited in the number of pages specified in Table 1 above. Pages will be counted in the order they appear for viewing.
- b. Content Requirements. All information shall be confined to the appropriate volume. The offeror shall confine submissions to essential matters, sufficient to define the proposal and provide adequate basis for evaluation. The proposal shall not merely offer to comply with the Government’s requirements by restating them, but shall specifically describe the means of accomplishment. The proposal in its entirety must be specific, detailed, and complete in order to demonstrate that the offeror has a thorough understanding of the solicitation’s requirements and tasks. Statements such as “the offeror understands, can or will comply with the requirements,” statements that paraphrase the PWS or ambiguous phrases such as “standard procedures will be employed” or “well known techniques will be used” will be considered unacceptable. Additionally, providing examples of past experience as a response to a task or requirement, while helpful, does not indicate an offeror’s approach to performing the task or requirement. Each volume of the proposal shall contain a Table of Contents. Proprietary information must be clearly marked.

c. Proposals shall include one (1) original each of a separately bound hard copy of Volumes I, II, III and IV. Proposals shall also include ten (10) Digital Versatile Discs (DVDs), one (1) containing Volume I only, four (4) containing Volume II only, four (4) containing Volume III only, and one (1) containing Volume IV only. The DVDs must be clearly labeled with the solicitation number, volume numbers, and the offeror's name. Digital copies for Volumes I, II, and III shall be submitted as "read only" (PDF) documents or Microsoft Office Professional 2007 Suite (Word) documents. Digital copies for Volume IV shall be submitted as a Microsoft Office Professional Suite Excel spreadsheet (Attachment No. 10). All formulas shall remain in the spreadsheet so as to allow for Government evaluation of cost. For example, the Government should be able to change a cell containing a specific labor rate for an individual and have the change flow through the spreadsheet automatically. However, offerors may revise the formulas to accurately reflect their proposed accounting practices.

L-1.4 Proposal Submission

Proposals are due by 12:00 pm local time, Washington, D.C., on 11 July 2016. Any proposal received after the date and time specified for receipt of offers will be considered "late" and shall be rejected. It is the responsibility of the offeror to ensure that its proposal is received in a timely manner.

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

1. Hand Delivery: The proposals may be hand delivered to the address below. Offerors must notify the Government via e-mail to Mr. David Godfrey at david.f.godfrey@navy.mil or by telephone at 703-696-2586 to coordinate the hand delivery and receipt of proposal.
2. Mail or courier: Proposals may be sent to the address below.

Note: Due to DoD security requirements, proposals sent through the USPS may experience delays in delivery.

ATTN: Mr. David Godfrey Office of Naval Research One Liberty Center
875 N. Randolph Street, Room: W1261
Arlington, VA 22203
Email: david.f.godfrey@navy.mil Phone: 703-696-2586

L-1.5 Anticipated Date of Award

The anticipated date of award is on or prior to **30 September 2016**.

L-2 SUBMISSION OF QUESTIONS

Any questions regarding this solicitation must be submitted via email to david.f.godfrey@navy.mil with the solicitation number referenced in the subject line. Telephonic inquires will not be accepted. In order to allow sufficient time to answer questions, questions must be submitted no later than **June 20, 2016 at 12:00 pm** local time, Washington, D.C. Questions submitted after this date will not be answered and the due date for submission of proposals may not be extended based on the questions submitted. Offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government early in the proposal cycle. Answers to solicitation questions will be posted on the Federal Business Opportunities (FedBizOps) web site at <http://www.fbo.gov> as an amendment to this solicitation.

L-3 SOLICITATION AMENDMENTS

It is the offeror's responsibility to regularly check FedBizOps for any postings of solicitations, amendments and questions and answers for this solicitation. Offerors shall acknowledge all amendments to the solicitation in their proposal. Any unacknowledged amendments in the offeror's proposal may render the proposal deficient.

L-4 POINT OF CONTACT

The primary point of contact for this solicitation is Mr. David Godfrey, Senior Contract Specialist, ONR 254, email: david.f.godfrey@navy.mil.

L-5 PROPOSAL CONTENT

L-5.1 Volume I – Cover Letter, Offer, Section B Fill-ins and Quality Control Plan

a. Cover Letter: The cover letter shall reference the solicitation number; points of contact (email address, phone number, address) for both the offeror and proposed subcontractors; Cage Number and DUNS Number for offeror and proposed subcontractors.

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

c. Section B fill-ins: The Section B fill-ins shall be completed by the offeror. Offerors shall offer the Not-to-Exceed amount(s) established in Section G 21.1 for the Other Direct Costs (ODC) CLINs without profit or fee and shall not offer any higher than the amounts established in Section G 21.1. The Section B fill-ins must match the amounts proposed in Attachment No. 10 (Cost Proposal Spreadsheet) or the cost volume may be considered incomplete and non-responsive, rendering the prime's proposal ineligible for award. The Government will review the offeror's Representations and Certifications located in the System for Award Management (SAM) prior to award. The Government will also review the Excluded Parties List located in the System for Award Management (SAM) at proposal submission and again prior to award for the offeror and proposed subcontractors.

d. Quality Control Plan: The offeror shall submit a draft Quality Control Plan (QCP). The offeror shall develop and maintain an effective quality control program to ensure services are performed in accordance with the PWS. The offeror shall develop for implementation during contract performance procedures to identify, prevent, and ensure non-recurrence of non-conforming services. The offeror's quality control program is a means by which the contractor will assure work complies with the requirement of the contract.

L-5.2 Volume II – Technical Proposal (Personnel Qualifications and Management Plan)

Offerors shall demonstrate their understanding of the requirements and tasks for this solicitation. Using the instructions below, offerors shall provide the methodology to be used for accomplishing and satisfying the sub factors. All of the requirements and tasks specified in the solicitation are mandatory. By your proposal submission, you are representing that your company and proposed subcontractors (if applicable) will perform all the requirements and tasks specified in the solicitation. Offerors shall not merely copy, paste, rephrase or restate the requirements and tasks specified in the solicitation; such will result in an "unacceptable" evaluation rating.

Volume II shall not contain any cost data.

Factor 1 – Key Personnel

This technical factor must address meeting the minimum required experience of key personnel. The resumes, to be counted towards the total page count, must be sufficiently detailed to permit assessment of the capability of the proposed personnel. The key personnel of the effort are as follows:

- Program Manager (1 FTE)
- Senior Analyst (1 FTE)
- Senior Analyst (1 FTE)
- Senior Analyst (.5 FTE)
- Subject Matter Expert (1 FTE)
- Senior Programmer (1 FTE)
- Senior Network Systems Engineer (1 FTE)

At a minimum, the following information shall be contained within each resume, which shall not exceed two (2) pages:

- a. Employee name
- b. Years of professional experience
- c. Current employer/position/title
- d. Educational history
- e. Chronology of professional experience
- f. Three (3) professional references (to be checked by technical evaluators)

The general and specific personnel requirements and qualifications, to include additional considerations are listed in Section C 7.

Resumes are considered a material part of the proposal. Resumes of any key personnel not currently employed by the offeror or its subcontractors must contain a statement signed by the individual that use of their resume for this solicitation is authorized. In addition, the offeror must provide signed letters of intent for all key personnel not currently employed by it or its subcontractors (not included in page count). Letters of intent submitted with the technical proposal shall have all cost data redacted. Letters of intent can be included as an appendix for Volume II. The letters of intent, or employment offer letters, are required to demonstrate the offeror's ability to satisfy key personnel requirements on the first day of the contract period of performance.

Factor 2 – Management Plan

This technical factor will be evaluated through the offeror's response to the two (2) sub factors listed below, as related to the requirements and tasks of the PWS:

- Sub factor 2.1 – Organizational Structure: The offeror shall describe its relevant experience and the ability of its current management structure, organization and any expected changes to its organization, and operations to manage performance of the contract. Management commitment and proposed interaction with the COR shall be defined in detail.
- Sub factor 2.2 – Ability of Organization to Respond to Problems: The offeror shall describe its organization's ability to respond to rapidly emerging problems. This includes how the organization will evaluate problems and coordinate implementation of risk mitigation strategies to maintain performance, quality, and schedule. The offeror shall detail problems that may arise in performance of the requested services and how its organization plans to address these problems.

The minimum standards for each sub factor can be found in Section M.

Factor 3 – Technical Approach

This technical factor will be evaluated through the offeror's response to the two (2) sub factors listed below, as related to the requirements and tasks of PWS:

- Sub factor 3.1 – Proposed Methodology: The offeror shall describe its methodology for meeting the performance requirements, including the offeror's capabilities and skills. The offeror shall describe its methodology for addressing the specific needs of the Office of Naval Research covered under this contract. Methodology includes an offeror's approach to providing quality support services in accordance with the requirements described in the PWS (Section C). If subcontractors are proposed, this section must describe to what extent the offeror will use those subcontractors. If applicable, the offeror is required to provide a statement that subcontractor utilization will comply with FAR 52.219-14, Limitations on Subcontracting.
- Sub factor 3.2 – Technical Experience and Capability: The offeror shall describe its and, if applicable, its major subcontractor's (defined as one who is performing at least \$3M worth of the total proposed cost, excluding ODCs) depth of experience and qualifications in delivering quality support services similar in size, scope, and complexity as those specified in the PWS (Section C).
The minimum standards for each sub factor can be found in Section M.

The minimum standards for each sub factor can be found in Section M.

The Technical Volume II shall be organized as follows:

- TAB 1: Key Personnel (resumes and letters of intent)
- TAB 2: Management Plan
- TAB 3: Technical Approach

L-5.3 Volume III – Past Performance

Offerors shall provide information relative to previous work for the same or similar services provided for all past and on-going work in Government and Non-Government contracts for technical, engineering, and programmatic support services for SBIR/STTR programs. Offerors must complete Attachment No. 11 (Past Performance Information) to detail and summarize the past performance information requested in this volume.

Offerors shall provide three (3) relevant past performance examples of contract efforts performed with similar size, scope, and complexity. Past performance examples must have been performed within the past four (4) years. Relevant past performance is defined as efforts performed in the past four (4) years that directly track to the functional areas of the PWS (Section C) for this effort. Data concerning the offeror shall be provided first, followed by each proposed major subcontractor, in alphabetical order. A major subcontractor is defined as one who is performing at least \$3M worth of the total proposed cost, excluding ODCs. Past performance information from subcontractors will not be considered unless the subcontractor is performing at least \$3M worth of the total proposed cost, excluding ODC's. Subcontractor past performance can only replace one (1) past performance example for the offeror. The offeror is still required to provide two (2) past performance examples if a major subcontractor is providing one (1) past performance example.

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

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

- a. Description of the contract/task order work statement and effort performed.
- b. Discussion of how the scope for the contract/task order relates to the solicited effort in size, scope, and complexity.
- c. Show the relation of the work experience described in the three (3) contract efforts to the corresponding PWS (Section C) requirement and/or task.
- d. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.

Offerors shall request customer POC's associated with each of the contracts they identified to complete past performance questionnaires on their behalf. The questionnaire included in Section J (Attachment No. 12) of this solicitation is provided for the offeror or its subcontractor to submit to their clients for each contract effort identified in the offerors proposal for Past Performance. **Completed Past Performance Questionnaires shall be e-mailed directly from the client (POC/COR) to Mr. David Godfrey at david.f.godfrey@navy.mil on or prior to the closing date of this solicitation.** Questionnaires received after the due date for submission of proposals will not be considered. A completed Attachment No. 12 is not required for identified contracts if annual ratings are available for that effort on CPARS. Offerors must clearly annotate annual rating are available on CPARS in both the technical and cost volumes.

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

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

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

L-5.4 Volume IV – Cost

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

- a. Cost Summary: Offerors shall bid the Not-to-Exceed amount(s) established in Section G 21.1 for the Other Direct Costs (ODC) CLINs without profit or fee. Offerors shall not bid any higher than the amounts established in Section G 21.1 for ODCs. The Section B fill-ins, submitted under Volume I, must match the amounts proposed in Attachment No. 10 (Cost Proposal Spreadsheet) or the cost volume may be may be considered incomplete and non-responsive, rendering the prime's proposal ineligible for award.

b. Offerors shall complete Attachment No. 10 (Cost Proposal Spreadsheet) which itemizes all proposed costs, including each labor category with associated hours, hourly rate, fringe benefits, labor overhead, consultants, subcontractors, subcontractor pass through costs, G&A, cost of money, fixed fee and any other associated indirect costs. The cost proposal shall consist of a separate worksheet for each of the five (5) years of contract performance and an overall tab on the spreadsheet for the entire effort. **ODCs shall not be included in the individual per year spreadsheets, but shall be included in the overall cost spreadsheet for total price.** All formulas shall remain in the spreadsheet, so as to allow for the Government's evaluation of cost. For example, the Government should be able to change a cell containing a specific labor rate for an individual and have the change flow through the spreadsheet automatically. However, offerors may revise the formulas to accurately reflect their proposed accounting practices. Any proposal that does not contain subcontractor cost information (if applicable) may be considered incomplete and non-responsive, rendering the prime's proposal ineligible for award.

c. Offerors must include a brief narrative in their cost volume stating the contract type for each subcontractor and the business reason supporting any difference from the prime contract type. Each subcontractor shall be addressed separately in the proposal and the subcontractor's detailed cost information shall be provided in the same format as required for the offeror. Subcontractors shall submit their own Attachment No. 10 (Cost Proposal Spreadsheet) that summarizes their portion of the cost proposed. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals. Failure to provide the required subcontracting data may render the offeror's proposal ineligible for award. This solicitation is reserved for only Service Disabled Veteran Owned Small Business concerns. Offerors are responsible for providing the applicable certification or assurance in accordance with FAR 52.219-14. Prime offerors must demonstrate in the cost volume how this will be accomplished.

d. Offerors and their subcontractors shall provide DCMA/DCAA Forward Pricing Rate Agreements and Recommendations or provisional billing rates (if available). If DCMA/DCAA Forward Pricing Rate Agreements and Recommendations or provisional billing rates are not available, offerors and their subcontracts shall provide historical rate information to support proposed indirect rates. Offerors and their subcontractors shall also provide a current up-to-date direct point of contact (Name, Phone Number and E-mail Address) at DCMA who is familiar with their company.

e. Offerors shall provide evidence of an approved accounting system. In accordance with FAR 16.301-3(a), a cost reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. This accounting system requirement will be reviewed by the Government to determine if an offeror's proposal is responsive to the requirement. Any proposal that does not contain evidence of an approved accounting system shall be considered incomplete and non-responsive and will not be considered for award.

Documented evidence of an approved accounting system can include, but is not limited to:

- Defense Contract Audit Agency (DCAA) accounting system approval.
- Certified Public Accountant (CPA) audit within the last year that can provide a certificate that the accounting system complies with the system criteria for an acceptable accounting system as prescribed in DFARS Clause 252.242-7006 Accounting System Administration for collecting and segregating costs.
- Documentation or certification from the result of performance of a compliance audit conducted by external consultants, CPA or internal auditors.
- Billing rates or evidence of submitting progress payments from a previous government contract(s).
- Evidence that a CPA is or will conduct a cost accounting system audit and certify compliance prior to award.

f. Direct Rate Substantiating Documentation: Offerors, to include subcontractors, are required to provide a screen shot of the employer's payroll system for each key personnel being proposed as direct labor which are currently employed by it or its subcontractor. The offeror must fully explain the pertinent information on a screen shot sample. Based on the explanation provided, the Government should be able to calculate the proposed hourly rate.

Offerors, to include subcontractors, are required to provide a signed letter of intent for each key personnel being proposed as direct labor that are not currently employed by it or its subcontractor. Letters of intent shall include at a minimum:

- The solicitation number
- A description of the position corresponding to a position in the offeror's proposal
- A statement that the individual concerned intends to accept employment with the offeror in the position identified should the offeror be awarded a contract under this solicitation, and
- The individuals' salary or hourly rate.

Letters of intent may be included as an appendix to Volume IV.

For non-key personnel proposed, offerors, to include subcontractors, are required to provide adequate documentation to support the basis for proposed hourly rates.

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

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

The warranty or disclosure shall address the following:

1. Disclose any Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract. Identify the Government Technical Point of Contact(s) and identify the prime contract number(s).

2. For potential conflicts of interest, the Offeror's plan to effectively resolve identified conflicts in accordance with ONR's Statement of Policy Regarding OCI. "Offeror," as used in this clause includes any affiliate, subcontractor, consultant, or employee of the offeror, as well as any joint venture involving the offeror, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the offeror. If the offeror is not conducting Research and Development efforts funded by the Office of Naval Research through an active contract or subcontract and otherwise believes that no organizational conflict of interest exists, the offeror shall make that statement.

i. The Office of Naval Research (ONR) has established service contracting tripwires for service contracts funded and executed at ONR. Offers proposing under this solicitation, who propose fully burdened labor rates in excess of \$155 per hour for the base and option periods identified within this solicitation shall be subject to additional analysis and a higher level of review to assess cost reasonableness. Tripwire guidance applies to all labor categories identified in the solicitation.

L-5.5 Solicitation Provisions

L-5.5.1 FAR 52.252-1 Solicitation Provisions Incorporated by Reference. (FEB 1998)

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

(End of provision)

Clause Database	Clause Number	Clause Title	Item List
FAR	52.204-7	System for Award Management. (JUL 2013)	
FAR	52.204-16	Commercial and Government Entity Code Reporting. (JUL 2015)	
FAR	52.204-18	Commercial and Government Entity Code Maintenance. (JUL 2015)	
FAR	52.215-1	Instructions to Offerors - Competitive Acquisition. (JAN 2004)	
FAR	52.215-1	Instructions to Offerors - Competitive Acquisition. (JAN 2004) - Alternate I (OCT 1997)	
FAR	52.215-16	Facilities Capital Cost of Money. (JUN 2003)	

Clause Database	Clause Number	Clause Title	Item List
FAR	52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort. (OCT 2009)	
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)	
DFARS	252.203-7005	Representation Relating to Compensation of Former DoD Officials. (NOV 2011)	
DFARS	252.204-7004	Alternate A, System for Award Management. (FEB 2014)	
DFARS	252.204-7008	Compliance with safeguarding covered defense information controls. (DEC 2015)	
DFARS	252.225-7003	Report of intended performance outside the United States and Canada-Submission with offer. (OCT 2015)	
DFARS	252.227-7017	Identification and assertion of use, release, or disclosure restrictions. (JAN 2011)	
DFARS	252.227-7028	Technical Data or Computer Software Previously Delivered to the Government. (JUN 1995)	

L-5.5.2 FAR 52.216-1 Type of Contract. (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee Term contract resulting from this solicitation.

(End of provision)

L-5.5.3 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 Ms. Tracie Simmons, Purchasing Contracting Officer 875 N. Randolph St. Arlington, VA 22203.

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

(End of provision)

L-5.5.4 FAR 52.252-5 Authorized Deviations in Provisions. (APR 1984)

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

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

(End of provision)

SECTION M - Evaluation Criteria

M-1 Basis for Award

Evaluation of an offeror's proposal will be based on the information presented in the written proposal along with any input obtained from outside sources relevant to past performance only. The Government will evaluate all proposals for compliance with the terms, conditions, and requirements set forth in the solicitation. The proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation. Failure to address each of the areas identified in Section L will impact the resulting evaluation ratings. Proposals that contain exceptions, qualifications, or other conditions or deviations from the RFP's terms may cause the proposal to be deemed ineligible for award.

This acquisition is a best value source selection conducted in accordance with the Federal Acquisition Regulation (FAR) 15.101-1, Tradeoff Source Selection Process. The Government will award a single contract resulting from this solicitation to the responsible offeror whose offer conforms to the solicitation and is determined to be the best value to the Government – key personnel, management plan, technical approach, past performance and cost considered. “Best Value” means the expected outcome of an acquisition that, in the Government’s estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit at a reasonable cost than with making an award to the offeror with the lowest proposed cost. Accordingly, the Government reserves the right to make an award to other than the lowest cost offeror.

The Government intends to make an award selection without discussions based on initial offers, but reserves the right to hold discussions if determined to be in the Government’s best interest. Therefore, offerors’ initial proposals should contain the offeror’s best terms from a technical, past performance, and cost standpoint. In the event discussions are conducted; a competitive range will be established in accordance with FAR 15.306(c)(1), and discussions will be held in accordance with FAR 15.306(d).

By submission of its offer, the offeror accedes to all solicitation requirements, including terms and conditions, representations and certifications, and technical requirements, in addition to those identified in the evaluation factors. Failure to meet a requirement may result in an offeror being determined technically unacceptable.

M-2 Performance Work Statement

See Section C for detailed information on this requirement.

M-3 EVALUATION FACTORS AND SUB-FACTORS TO BE EVALUATED

The evaluation factors will be as follows:

Factor 1 – Key Personnel

Factor 2 – Management Plan

Sub-factor 2.1 – Organization Structure

Sub-factor 2.2 – Ability of Organization to Respond to Problems

Factor 3 – Technical Approach

Sub-factor 3.1 – Proposed Methodology

Sub-factor 3.2 – Technical Experience & Capability

Factor 4 – Past Performance

Factor 5 - Cost

Factors 2 and 3 will be evaluated on a pass/fail basis. The trade-off decision will be made between Factor 5 and the combination of Factors 1 and 4 (equally weighted) with the combination of Factor 1 and 4 being significantly more important than Factor 5.

M-3.1 VOLUME II, Factor 1: Key Personnel

The Technical Evaluation Board shall evaluate the Key Personnel resumes against the general and specific personnel requirements and qualifications detailed in Section C-7.1 and Section C-7.2 respectively. This technical factor will be evaluated for a minimum required experience of key contract performance personnel. All proposed key personnel must meet the general qualifications in C-7.1 and the specific “required” personnel qualifications in Section C-7.2 for the offeror to receive at least an acceptable rating for this factor. Optional qualifications and personnel requirements are identified in Section C-7.2 as “additional consideration” statements. Offerors which propose personnel that also meet some or all of the “additional consideration” statements could move an “acceptable” rating to a “good” or “outstanding” rating during evaluations.

Resumes are considered a material part of the proposal. The resumes included in the proposal submission must be sufficiently detailed to permit assessment of the capability of the proposed personnel. Resumes of any proposed key personnel not currently employed by the offeror or their subcontractor must contain a statement signed by the candidate that use of their resume for this solicitation is authorized. Resumes for proposed key personnel that do not include a statement signed by the individual providing authorization to the offeror to include their resume in response to this solicitation will lead to an “unacceptable” rating.

As discussed in Section L of this solicitation, offerors are also required to submit signed letters of intent (i.e hiring letters) for all proposed key personnel not currently employed by the offeror or their subcontractor. A copy of the signed letter, redacted to remove cost information, is required to support the technical proposal and this evaluation factor. The failure to submit required letters of intent (i.e. hiring letter) with the resumes of these individuals will lead to an “unacceptable” rating.

The Technical Evaluation Board will evaluate Factor I as follows:

Rating	Description
Outstanding. **	Based on the technical review, the Offeror’s proposal greatly exceeds the requirements.
Good. **	Based on the technical review, the Offeror’s proposal somewhat exceeds the requirements.
Acceptable.	Based on the technical review, the Offeror’s proposal meets the requirements (Pass).
Unacceptable.	Based on the technical review, the Offeror’s proposal does not meet the requirements (Fail).

**There are a total of thirteen (13) “additional consideration” statements listed in section C-7 for key personnel and are the only “additional statements” subject to consideration for these adjectival ratings.

M-3.2 VOLUME II, Factor 2: Management Plan

The Technical Evaluation Board shall evaluate the management plan on a pass/fail basis, assigning ratings of Acceptable or Unacceptable. The offeror must be considered acceptable under all Factor 2 sub factors to be considered acceptable overall under Factor 2. Factor 2 shall be evaluated against the following sub factors:

Sub factor 1 – Organizational Structure

The evaluation of this sub factor will consider the relevant experience and ability of the current management structure, the organization and changes to the organization, and the operations for managing performance of the contract. Management commitment and proposed interaction with the COR should be defined in detail in this section.

Standard: The minimum requirement is **met** only when the Offeror provides evidence of a sound staffing and management approach that demonstrates an adequate organizational structure dedicated to supporting DON and ONR SBIR/STTR program including the placement of the organization structure for the effort within the overall management and staffing of the organization to allow for adequate exposure and authority to support all staffing requirements of the contract and a staffing methodology and resource allocation plan showing the detailed capability to provide qualified personnel to perform known work and unanticipated work that may be defined with short notice.

Sub factor 2 – Ability of Organization to Respond to Problems

The evaluation of this sub factor will consider the ability of the organization to respond to rapidly emerging problems. This includes how the organization will evaluate problems, and coordinate implementation of risk mitigation strategies to maintain performance, quality, and schedule. The offeror shall detail problems that may arise in performance of the requested services and how the organization plans to address these problems.

Standard: The minimum requirement is **met** only when Offeror's proposal identifies valid problem areas and associated performance implications; demonstrates a reasonable approach for addressing problems; and provides realistic mechanisms to reduce performance risk.

The Technical Evaluation Board will evaluate Factor II as follows:

Rating	Description
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Acceptable.	Based on the technical review, the Offeror’s proposal clearly meets the requirements (Pass).
Unacceptable.	Based on the technical review, the Offeror’s proposal does not clearly meet the requirements (Fail).

M-3.3 VOLUME II, Factor 3: Technical Approach

The Technical Evaluation Board shall evaluate the technical approach on a pass/fail basis, assigning ratings of Acceptable or Unacceptable. The offeror must be considered acceptable under all Factor 3 sub factors to be considered acceptable overall under Factor 3. Factor 3 shall be evaluated against the following sub factors:

Sub factor 1 – Proposed Methodology

The evaluation of this sub factor will consider the Offeror’s proposed methodology for meeting the performance requirements, including the offeror’s capabilities and skills. Evaluation of this sub factor will also consider the offeror’s methodology for addressing the specific needs of the Office of Naval Research covered under this contract. If subcontractors are to be used, this section must describe to what extent the Offeror will use those subcontractors. Methodology includes the Offeror’s approach to providing quality corporate-level support services in accordance with the requirements described in the PWS (Section C).

Standard: The minimum requirement is **met** only when the Offeror adequately describes an approach to providing the required services, demonstrates an understanding of supporting ONR’s portfolio at the senior (corporate management) level, and provides a statement that subcontractor utilization will comply with FAR 52.219-14, Limitations on Subcontracting (if applicable).

Sub factor 2 – Technical Experience and Capability

The evaluation of this sub factor will consider the Offeror’s and its major subcontractor’s (defined as one who is performing at least \$3M worth of the total proposed cost, excluding ODCs) depth of experience and qualifications in delivering quality senior (corporate management) level support services similar in scope and type as those specified in the PWS (Section C).

Standard: The minimum requirement is **met** only when the Offeror adequately demonstrates technical experience providing quality senior (corporate management) level support services similar in scope and type as those specified in the PWS (Section C).

The Government Technical Evaluation Board will evaluate Factor III as follows:

Rating	Description
Acceptable.	Based on the technical review, the Offeror’s proposal clearly meets the requirements (Pass).
Unacceptable.	Based on the technical review, the Offeror’s proposal does not clearly meet the requirements (Fail).

M-3.4 VOLUME III, Factor 4: Past Performance

Past performance will be evaluated as detailed below in paragraphs (a) through (e).

a. The Offeror’s past performance proposal must address corporate past performance in performing projects similar in size, complexity, and scope to the effort required by PWS. The projects referenced by the contractor must be currently ongoing or have been completed within the last four (4) years. If currently ongoing, the extent of actual performance will be considered in determining the project’s relevance; relevant past performance is defined as efforts that directly track to the functional areas of the PWS for this effort. All past performance data must be received before the proposal due date for this solicitation. The Offeror’s relevant Past Performance will be evaluated to assess the extent of its ability to perform the contract successfully (quality of product or service, accuracy and completeness, timeliness of delivery/work, business relations, customer satisfaction, key personnel and staffing, including subcontractors).

b. The Offeror shall submit completed Attachment #11 – Past Performance Information, for a maximum of three (3) references for Government or commercial contracts for services directly related or similar to the services required in Performance Work Statement.

At least two (2) of the past performance examples provided must be that of the offeror. Subcontractor past performance will only be considered if the subcontractor is performing more than \$3M of the total contract cost, excluding ODCs.

c. The Offeror shall request customer POC’s associated with each of the contracts they identified to complete past performance questionnaires on its behalf. The questionnaire is Attachment #12 of this solicitation. The questionnaire shall be provided to the customer POCs with instructions to complete and submit it directly to the point of contact for this solicitation. Questionnaires will not count towards the page limit for this volume. The information contained in the submitted questionnaire is proprietary to the individual or the organization providing the reference; therefore, it will not be released to the offerors.

Questionnaires received after the due date of full proposals may not be considered. Additionally, questionnaires that are submitted to the Government by the offeror will not be considered. A completed Attachment #12 – Past Performance Questionnaire is not required if annual ratings are available for that effort in CPARS. Please annotate availability of CPARS data in place of Attachment #12 – Past Performance Questionnaire for the referenced project.

d. An Offeror without a record of relevant past performance or for whom information on past performance is not available will not be evaluated favorably or unfavorably on past performance (neutral evaluation).

e. The government may consider past or current contracts (including Federal, State and local Government and private) for efforts similar to the Government requirement. The Government will consider information provided on problems encountered on the identified contracts and associated corrective actions. Contractors with a negative past performance rating will be afforded an opportunity to address alleged deficiencies. The Government may also consider information obtained from any other sources when evaluating past performance. Failure of a contractor to disclose a relevant Government contract with poor past performance may affect the contractor's past performance rating.

f. The Government may consider past performance information regarding predecessor companies if the predecessor’s performance is relevant to the offeror’s performance under this solicitation. The Government may also consider key personnel who have relevant experience or subcontractors that will perform major or critical aspects of the requirement when such information is relevant.

Past Performance Evaluation. The past performance evaluation results in an assessment of the offeror’s probability of meeting the solicitation requirements. The past performance evaluation considers each offerors demonstrated recent and relevant record of performance in supplying services that meet the contract’s requirements. One performance confidence assessment rating is assigned for each offeror after evaluating the offeror’s recent and relevant past performance, focusing on performance that is relevant to the contract requirements. Past performance information about the offeror as a prime contractor may be considered more significant and given more weight in the past performance evaluation.

There are two aspects to the past performance evaluation. The first is to evaluate the offeror’s past performance to determine how relevant a recent effort accomplished by the offeror is to the effort to be acquired through the source selection. In establishing what is relevant for the acquisition, consideration will be given to those aspects of an offeror’s contract history that would give the greatest ability to measure whether the offeror will satisfy the current procurement. Common aspects of relevancy include similarity of service/support, complexity; dollar value, contract type, and degree of subcontract/teaming.

Past Performance Relevancy Ratings. In conducting a performance relevancy assessment, each offeror shall be assigned one of the following ratings:

Rating	Description
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.

Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.
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The second aspect to the past performance evaluation is to determine how well the contractor performed on the contracts. The past performance evaluation performed in support of a current source selection does not establish, create, or change the existing record and history of the offerors past performance on past contracts; rather, the past performance evaluation process gathers information from customers and other sources on how well the offeror performed those past contracts.

Performance Confidence Assessment. In conducting a performance confidence assessment, each offeror shall be assigned one of the following ratings:

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

M-3.5 VOLUME IV, Factor 5: Cost

See paragraphs (a) through (f) below for the details of the cost evaluation. The offeror’s cost is important in the evaluation but not determinative because the Government reserves the right to award to other than the lowest cost offer. Cost will become significantly more important as technical scores approach equality. However, Cost will not be adjectivally rated.

- a. The Government will evaluate the cost proposal for completeness, realism, cost reasonableness, consistency with the offeror’s approach, and any evidence of material imbalances in the proposal.

Cost Realism (FAR 2.101) means the proposed costs are (1) realistic for the work to be performed, (2) reflect a clear understanding of the requirements, and (3) are consistent with the various elements of the offeror’s technical proposal. Cost reasonableness (FAR 31.201) is defined as reasonable if the cost does not exceed the amount incurred by a prudent person in the conduct of a competitive business.

The Government will evaluate each Offeror’s proposed cost to establish that it is reasonable. At the Contracting Officer’s discretion, cost reasonableness may be presumed without further review based on adequate competition for the requirement that is the subject of this solicitation. Where adequate cost competition is deemed not to exist based on proposals received or on other factors, the Government, at its election, may determine the reasonableness of any Offeror’s proposed pricing with reference to the factors identified at FAR 15.404-l(b)(2)(ii)-(vii). The Government reserves the right to reject, without further consideration and without notice to the Offeror, any offer where the proposed cost is determined to be unreasonable.

Failure to provide detailed cost information may be grounds for proposal nonconformance. A determination will be made if there is any significant performance risk to the Government because of unrealistically low prices. If cost information is included in any volume other than the cost volume, that volume will not be evaluated.

b. Section B fill-ins shall be completed by the offeror and submitted in VOLUME I in accordance with section L of this solicitation. Section B fill-ins must match the amounts proposed in Attachment No. 10 (Cost Proposal Spreadsheet) or the offeror’s proposal may be ineligible for award. Offerors shall offer the Not-To-Exceed amount established in Section G-15.1 for the Other Direct Cost CLINs; the offeror shall not propose different values for these costs.

c. Offerors shall complete Attachment #10 – Cost Proposal Spreadsheet which itemizes all proposed costs, including each labor category with associated hours and hourly rate. The cost proposal spreadsheet shall provide a separate worksheet for each of the five years of contract performance and an overall tab on the spreadsheet for the entire effort. All formulas shall remain in the spreadsheet so as to allow for Government evaluation of costs. For example, the Government should be able to change a cell containing a specific labor rate for an individual and have the change flow through the spreadsheet automatically. However, offerors may revise the formulas to accurately reflect their proposed accounting practices. Offerors revising the formulas shall explain the changes.

The offeror’s cost from part (c) above shall be evaluated using Section B of the solicitation, as completed by the offeror. The pricing submitted via Attachment #10 – Cost Proposal Spreadsheet and Section B will determine the total evaluated price of each offeror, inclusive of option periods. The evaluated price shall include the total of the prices submitted for the base period and all options.

d. Pass-Through Analysis: For all subcontractor labor categories, the fully burdened rate should be further broken down to show any prime contractor mark-up applied to the subcontractor labor rate.

e. Offerors shall comply with the ONR Tripwire requirement which establishes a higher level review for all fully burdened labor rates over \$155 an hour. If an offeror proposes a fully burdened labor rate greater than this, additional justification shall be provided for the proposed labor rate.

f. Complete the necessary fill-ins and certifications for CLAUSES INCORPORATED BY FULL TEXT.

M-3.6 Best Value Decision

All offers found to be technically acceptable under Factor 2 (Management Plan) shall be deemed equal under Factor 2. All offers found to be technically acceptable under Factor 3 (Technical Approach) shall be deemed equal under Factor 3. The trade-off decision will be made between Factor 5 (cost) and the combination of Factors 1 and 4 (Key Personnel and Past Performance - weighted equally) with the combination of Factors 1 and 4 being significantly more important than Factor 5, with award being made to the offeror representing the best value to the Government.

M-4 Provisions Incorporated by Reference

Clause Database	Clause Number	Clause Title	Item List
FAR	52.217-5	Evaluation of Options. (JUL 1990)	