

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING <b>DO-C9(R)</b>	PAGE <b>1 OF 68 PAGES</b>
2. CONTRACT NO.	3. SOLICITATION NO. <b>N00014-10-R-0001</b>	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED <b>25 January 2010</b>	6. REQUISITION/PURCHASE NO. <b>N/A</b>	
7. ISSUED BY <b>Office of Naval Research</b> <b>Attention: Richard H. Pollack (CACI); Code 253</b> <b>Room W1234B</b> <b>875 North Randolph Street</b> <b>Arlington, VA 22203-1995</b>		CODE <b>N00014</b>	8. ADDRESS OFFER TO (If other than Item 7)			

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

**SOLICITATION**

9. Sealed offers in **original and (See Table L-1)** copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **Block 7 address (above)** until **1400** local time **2 March 2010**  
(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 <b>Mr. Richard H. Pollack (CACI)</b>	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS <b>Richard.Pollack.ctr@navy.mil</b>
		AREA CODE <b>703</b>	NUMBER <b>588-2837</b>	EXT.	

(X)	SEC	DESCRIPTION	PAGE(S)	(X)	SEC	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/CONTRACT FORM	1-2	X	I	CONTRACT CLAUSES	24-32
X	B	SUPPLIES OR SERVICES AND PRICE/COSTS	3-4	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>			
X	C	DESCRIPTION/SPECS./WORK STATEMENT	4-5	X	J	LIST OF ATTACHMENTS	32-33
X	D	PACKAGING AND MARKING	5	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	5	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	34-43
X	F	DELIVERIES OR PERFORMANCE	5-6	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	44-65
X	G	CONTRACT ADMINISTRATION DATA	6-13	X	M	EVALUATION FACTORS FOR AWARD	65-68
X	H	SPECIAL CONTRACT REQUIREMENTS	13-23				

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

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

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

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	___ CALENDAR DAYS
	%	%	%	%

14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:</small>	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)
15B. TELEPHONE NUMBER	AREA CODE	NUMBER	EXT.
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

**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: ___ 10 U.S.C. 2304(c) ( )    ___ 41 U.S.C. 253(c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN <small>(4 copies unless otherwise specified)</small>	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)	27. UNITED STATES OF AMERICA <small>(Signature of Contracting Officer)</small>		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)

## NOTICE TO OFFERORS

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

The Office of Naval Research (ONR) Manufacturing Technology (ManTech) program has established Centers of Excellence (COEs) in various technology areas in order to assist in the selection, development, and execution, of ManTech Projects. These COEs serve as focal points for the development and technology transfer of new and or improved manufacturing processes or products. The Navy Metalworking Center (NMC) is the focal point for metalworking technologies and practices within the Navy ManTech Program and, as such, functions as a resource for the development, dissemination, and implementation of advanced metalworking manufacturing technologies, materials, and related processes. The NMC provides a means for applying these metalworking technologies and practices to the solution of technical, productivity, quality, maintenance, and weapons systems life-cycle problems in support of the Navy, DoD, other Government agencies, and the industrial base. The contractor for this effort, in conjunction with various industry and academic team members/ partners (organic agencies or other technical experts)/ subcontractors, will provide solutions to meet selected Program Offices' metalworking technology needs under industrial production, repair, retrofitting, or sustainment for selected weapon platforms or components through operation of an NMC

The Government encourages innovative approaches to meeting the Navy's technology needs, and the lack of in-house large industrial facilities or equipment should not deter prospective Offerors. A vital part of the activities of the NMC is to undertake the planning process to systematically structure a program to address assigned Navy and DoD metalworking manufacturing technologies, material, and related weapon system issues. These activities include the identification and assessment of critical manufacturing needs primarily within our U.S. military industrial base. Integrated Project Teams (IPTs) consisting of cognizant industry, Government, and academic organizations, including both weapons systems and technical personnel, are established to develop cost-effective solutions to these manufacturing needs and problems and subsequently transition those solutions to the industrial base. Some ManTech or Special Projects could potentially be classified as "Secret." As a result, Offeror must have a Secret facility clearance with Secret safeguarding, or have the capability to obtain one. Offeror should also be able to provide access to both classified and unclassified meeting spaces.

For the past five years, the NMC has been operated by Concurrent Technologies Corporation (CTC) under Contract No. N00014-06-D-0048. The NMC website is found at <http://www.ncemt.ctc.com>. The website provides additional information on the center, information on active projects, and technical reports on completed projects.

Websites that may provide additional information on Navy ManTech and the DoD's ManTech Program as a whole are [http://www.onr.navy.mil/sci\\_tech/3t/mantech/default.asp](http://www.onr.navy.mil/sci_tech/3t/mantech/default.asp) and <http://www.dodmantech.com>.

## SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

### B.1 SERVICES TO BE PERFORMED

ITEM NO.	SUPPLIES/SERVICES	MINIMUM	MAXIMUM
0001	<p><b><u>BASE PERIOD</u></b>                      The Contractor shall operate and manage the Navy Metalworking Center (NMC) and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twenty-four months after contract award date.</p>	\$50,000	\$40,000,000
0002	<p><b><u>OPTION I</u></b>                      If exercised, the Contractor shall operate and manage the Navy Metalworking Center (NMC) and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twelve months.</p>	\$25,000	\$20,000,000
0003	<p><b><u>OPTION II</u></b>                      If exercised, the Contractor shall operate and manage the Navy Metalworking Center (NMC) and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twelve months.</p>	\$25,000	\$20,000,000
0004	<p><b><u>OPTION III</u></b>                      If exercised, the Contractor shall operate and manage the Navy Metalworking Center (NMC) and perform research on approved MANTECH and Non-MANTECH Program technical projects in accordance with Section C for a period of twelve months.</p>	\$25,000	\$19,000,000

\* It is anticipated that orders for Center Operation & Management and Project Development & Management will be awarded on a CPFF basis. The individual order type (e.g., CPFF, CPAF) for performance of Non-Navy ManTech Technical Projects shall be determined by the ONR Program Officer. It is anticipated that Non-Navy ManTech projects will be awarded on a CPFF basis. Orders for performance of ManTech Technical Projects will be CPAF type. CPAF orders shall include "zero" base award fee amount. [See Section J, Attachment 3 for Award Fee Plan]

## **B.2 MINIMUM CONTRACT GUARANTEE AND MAXIMUM POTENTIAL**

(a) This is an Indefinite Quantity contract as contemplated by FAR 16.504. The total minimum dollar amount the Government may order under this contract, inclusive of all options if exercised, is \$125,000 (one hundred twenty-five thousand dollars). The maximum dollar amount the Government may order under this contract, inclusive of all options, is \$99,000,000 (ninety nine million dollars).

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

## **B.3 TASK ORDER MINIMUM/MAXIMUM QUANTITY**

The minimum order value for any given Task Order issued under CLINS 0001 through, and including, CLIN 0004, may not be less than \$25,000. The maximum order value for any given Task Order issued under CLINS 0001 through, and including, CLIN 0004, may not be greater than the maximum value stated under each CLIN.

## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**C.1** The work and services to be performed hereunder shall be subject to the requirements and standards contained in the Statement(s) of Work, the Contract Data Requirements Lists (as specified in each Task Order), and the following paragraph(s):

**C.2** The purpose of CLINs 0001 through 0004 is to provide for an instrument under which orders can be issued for:

- A. The management, administration and technical oversight of the Navy Metalworking Center (NMC) and the performance of Special Projects, which will be awarded as Task Order 0001, per Section J, Attachment 1a, entitled "Statement of Work for the Navy Metalworking Center (NMC) – Center Operations".
- B. Project Development and Management for Navy Metalworking Center (NMC), which will be awarded as Task Order 0002, per Section J, Attachment 1b, entitled "Statement of Work for The Navy Metalworking Center (NMC) – Project Development and Management".
- C. Performance of ManTech funded and/or Non-ManTech funded Technical Projects which will be performed in accordance with Attachment 2 entitled "Technical Projects Process Plan" (or other approved process) and the approved project plans to be

incorporated into the applicable order(s) placed under this contract. Contract Data Requirements (CDRLS) will be specified in each order.

**C.3** The contractor shall cooperate with government personnel performing National Agency Checks (NAC). All onsite contractor personnel that are not required to possess a security clearance shall be subject to a NAC to determine their trustworthiness for unescorted access to restricted and controlled areas of the Office of Naval Research. A NAC shall be requested by the ONR Security Division. The results of the NAC will be evaluated by the ONR Security Division to determine the trustworthiness of the contractor employee. ONR will notify the contractor in writing whether the contractor employee will be authorized continued access within the Office of Naval Research. Onsite contractor personnel not deemed trustworthy, will be immediately removed from ONR premises and shall not be permitted access.

## **SECTION D - 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**

Inspection and acceptance of the final delivery under this contract will be accomplished by the Program Officer designated in Section F of this contract, who shall have at least thirty (30) days after contractual delivery for acceptance.

## **SECTION F - DELIVERIES OR PERFORMANCE**

**F.1** The ordering period for CLIN 0001 is from the contract award date (Block 28 of the Standard Form 33) through twenty-four (24) months thereafter. Orders may be placed at any time during this ordering period. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.

**F.2** The ordering periods for CLINs 0002 through 0004, if exercised, will be from the effective date of Option exercise through twelve (12) months thereafter. Orders may be placed at any time during this ordering period. Orders placed within this ordering period may continue until the delivery date/end date specified in the order. Each order shall specifically set forth the items to be delivered, delivery terms, and the delivery date and/or period of performance.

**F.3** Distribution, consignment and marking instructions for all contract line items shall be in accordance with Enclosure Number 1 of Exhibit A. The address for the cognizant Program Officer is as follows:

Office of Naval Research  
875 North Randolph Street, Code 03T  
Attn: Richard Henson,  
Arlington, VA 22203-1995

Ref: Contract N00014-10-D-      \*  
\* To be inserted at time of award.

## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 PAYMENT AND INVOICE INSTRUCTIONS (COST REIMBURSEMENT)**

#### **G.1.1 Submission of Invoices**

##### **PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)**

The Office of Naval Research (ONR) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system. This web based system, located at <https://wawf.eb.mil>, provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD Form 250/Invoice/Public Vouchers (SF1034) will no longer be accepted for payment.

It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides are also available at <http://www.acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors", "WAWF Vendor Guide", and "Creating a Cost Voucher Invoice."

The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB will self-register on the WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register at the WAWF <https://wawf.eb.mil>.

The following required information should automatically fill-in via WAWF; if it does not fill-in, include the following:

Issue By DODAAC: N00014

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

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

Fill-in the following additional information:

DCAA Auditor DODAAC: [Look up via the AUDIT OFFICE LOCATOR at <http://www.dcaa.mil>. If you encounter any problems finding your cognizant audit office, write to [dcaaweb@dcaa.mil](mailto:dcaaweb@dcaa.mil) or call ONR's DCAA liaison at (703) 696-2603]

Service Approver DODAAC: N00014

The following additional information may need to be filled in:

LPO DODAAC: N00014 (*Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC begins with an 'N'*)

After self-registering and logging on to the WAWF system, click on the plus sign next to the word "Vendor" and then click on the "Create New Document" link. Enter the contract number, cage code, and Pay DODAAC (above) and hit submit. Select the "Cost Voucher" invoice type within WAWF-RA. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Back up documentation, 5MB limit, can be included and attached to the invoice in WAWF under the "Misc Info" tab. Fill-in all applicable information under each tab.

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

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

**ACRN:** Fill-in the applicable 2 alpha character ACRN that is associated with the SLIN or CLIN. (Note - DO NOT INVOICE FOR MORE THAN IS STILL AVAILABLE UNDER ANY ACRN).

Special Payment Instructions for CLIN/SLINs with Multiple ACRNs/Lines of Accounting: (Note - since WAWF does not accept the use of multiple ACRNs for any single CLIN or SLIN on one invoice; multiple invoices may have to be used - use the WAWF "Line Item" "Description" area to note the use of multiple invoices). For all invoices submitted against CLINs with multiple ACRNs, the billing shall be paid from the earliest Fiscal Year (FY) appropriation first. Fiscal Year is determined from the 3<sup>rd</sup> character in the "Appropriation (Critical)" part (Block 6B) of the Line of Accounting on the Financial Accounting Data Sheet of the contract (e.g., 1741319 for FY 2004 and 1751319 for FY 2005). In the event there are multiple ACRNs with the same FY of appropriation, billings shall be proportionally billed to all ACRNs for that FY in the same ratio that the ACRNs are obligated.

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

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

Note: The contractor shall submit invoices for payment per contract terms and the Government shall process invoices for payment per contract terms.

**If you have any questions regarding the WAWF, please contact the DoD WAWF Assistance Line at: 1-866-618-5988 or the DoN WAWF Assistance Line at 1-800-559-9293.**

To find out the status of payment due from invoices please contact any of the following numbers:

DFAS Columbus Query Number: 1-800-756-4571  
DFAS Charleston Query Number: 1-800-755-3642  
You may also try the following website:

<https://myinvoice.csd.disa.mil>

### **G.1.2 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 each order, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever is applicable.

(b) A fixed fee, in the amount set forth as 'Fixed Fee' in each order, in accordance with the contract clause FAR 52.216-8 "Fixed Fee", shall be paid upon completion of the work and services required under this contract and upon final acceptance by the Contracting Officer.



However, the Contractor, shall 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 the order. The total fixed fee billed, shall not exceed the total fixed fee specified in the order and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever applies.

(c) In accordance with FAR 52.216-8, and in order to protect the Government's interest, the Contractor is hereby directed to withhold 10% of the fixed fee amount as set forth in the order or until a reserve is set aside in the amount of \$100,000, whichever is less. The Administrative Contracting Officer shall release 75% of the fixed fee reserve upon acceptance of the final deliverables identified in the order. The remainder 25% of the fixed fee reserve will be released after completion of any final audits, submission of the final patent and royalty reports and if the contractor is not delinquent in submitting final vouchers for prior years' settlements.

### **G.1.3 Incrementally Funded Orders**

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

#### **The following is applicable to CPFF Orders:**

##### Allotment of Funds

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

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

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

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

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

**The following is applicable to CPAF Orders:**

**(NOTE: MANTECH FUNDED ORDERS WILL NOT INCLUDE A BASE FEE AMOUNT. ENTIRE AWARD FEE WILL BE DETERMINED AND FUNDED UNDER THE ORDER 0003 ANNUAL AWARD FEE EVALUATION PROCESS.)**

Allotment of Funds

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

Under CLIN 0001 of this order, \$\_\_ is obligated to be used against future projects.

Under CLIN 0002 of this order, it is hereby understood and agreed upon that this line item will not exceed an estimated cost of \$\_\_\_. The total amount presently available for payment and allotted to CLIN 0002 of this order is \$\_\_\_. It is estimated that the amount allotted of \$\_\_ will cover the period from DDMMYYYY through DDMMYYYY. Note: The base fee amount is \$0. The potential award fee amount of \$\_\_ will be added to Order No. 0003. See Attachment Number 3, the Award Fee Plan.

Note: An Award Fee amount may be earned upon semi-annual evaluation of results in accordance with Attachment Number 3, the Award Fee Plan.

**G.2 ORDERING OFFICER**

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

Office of Naval Research  
875 North Randolph Street  
Arlington, VA 22203-1995

Attn: Brian Bradley  
Telephone: 703 696-8373  
E-Mail: Robert.bradley2@onr.mil

### **G.3 PROCURING OFFICE REPRESENTATIVES**

(a) In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 26 on Standard Form 33.

Contract Specialist:

Mr. Richard H. Pollack (CACI), ONR 0253, (703) 588-2837

E-Mail Address: [Richard.Pollack.ctr@navy.mil](mailto:Richard.Pollack.ctr@navy.mil)

Inspection and Acceptance:

Mr. Richard Henson, ONR 03TMT, (703) 696-8484

Security Matters:

Ms. Diana Pacheco, ONR 43, (703) 696-8177

Patent Matters:

Mr. John Forrest, ONR 00CC, (703) 696-4000

(b) The Administrative Contracting Officer will forward invention disclosures and reports directly to:

Corporate Counsel (Code 00CC)  
Office of Naval Research  
875 North Randolph Street  
Arlington, VA 22203-1995

The Corporate Counsel will return the reports along with a recommendation to the Administrative Contracting Officer. The Corporate Counsel will represent the Contracting Officer with regard to invention reporting matters arising under this contract.

### **G.4 TYPE OF CONTRACT**

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

### **G.5 METHOD OF PAYMENT**

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

G.5.1 Costs, as provided for under FAR 52.216-7, Allowable Cost and Payment, not to exceed the amount set forth as "Estimated Cost" in each issue order, subject to FAR 52.232.20, Limitation of Cost.

G.5.2. (CPFF Task Orders). A fixed fee in the amount set forth as "Fixed Fee" in each order, in

accordance with the FAR 52.216-8, Fixed Fee, which 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 invoice 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.

**G.6 RESERVED.**

**G.7 TECHNICAL PROJECTS APPROVED UNDER THIS CONTRACT**

G.7.1 One or more Task Orders for Navy ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

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

*(To be completed as technical projects are approved)*

G.7.2 One or more Task Orders for Non-ManTech Projects may be issued and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

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

*(To be completed as technical projects are approved)*

G.7.3 Special Projects, if approved by the ONR Program Officer, may be performed under Task Order 0001, NMC Center Operations, and may include the following table. The Period of Performance (POP) and the Government cost specified below for each project cannot be exceeded without Contracting Officer approval and cannot exceed the funding specified by ACRN shown below for each approved technical project.

Project Number	Project Type (Rapid Response Study, etc.)	Description	Participants	Period of Performance	Government Cost	Contractor Cost	Total Cost
ACRN:							
\$ _____							

*(To be completed as technical projects are approved)*

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 ONR 5252.235-9714 REPORT PREPARATION (NOV 2006)

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

[NOTE: All NISO American National Standards are available as free, downloadable pdf(s) at <http://www.niso.org> . NISO standards can also be purchased in hardcopy form from NISO Press Fulfillment, P. O. Box 451, Annapolis Junction, MD 20701-0451 USA. Telephone U.S. and Canada: (877) 736-6476; Outside the U.S. and Canada: 301-362-6904 Fax: 301-206-9789.]

### H.2 INVENTION DISCLOSURES AND REPORTS

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

### H.3 ONR 5252.242-9718 TECHNICAL DIRECTION (FEB 2002)

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

(1) Direction to the Contractor which shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details or otherwise serves to accomplish the objectives described in the Statement of Work;

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

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

(1) Assign additional work under the contract;

(2) Direct a change as defined in the contract clause entitled "Changes";

(3) Increase or decrease the estimated contract cost, the fixed fee, or the time required for contract performance; or

(4) Change any of the terms, conditions or specifications of the contract.

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

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

**H.4 ONR 55252.242-9720 CONTRACTING OFFICER'S REPRESENTATIVE (COR)  
(SEP 1996)**

The COR for this contract is:

<b>Name and Title:</b>	<b>Mr. Richard Henson ONR Program Officer</b>
<b>Mailing Address:</b>	Office of Naval Research 875 North Randolph Street ONR Code 03TMT Arlington, VA 22203-1995
<b>Telephone No.</b>	703 696-8484
<b>Email:</b>	Richard.henson1@navy.mil

The alternate COR for this contract is:

<b>Name and Title:</b>	<b>Mr. John Carney</b>
<b>Mailing Address:</b>	Office of Naval Research 875 North Randolph Street ONR Code 03TMT Arlington, VA 22203-1995
<b>Telephone No.</b>	703 696-0352
<b>Email:</b>	John.U.Carney@navy.mil

The COR will act as the Contracting Officer's representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or statement of work, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, to change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract (or delivery order), or to direct the accomplishment of effort which goes beyond the scope of the Statement of Work in the contract (or order).

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract (or order), the contractor shall promptly notify the Contracting Officer (ordering officer) in writing. No action shall be taken by the contractor until the Contracting Officer (or ordering officer) has issued a modification to the contract (or order) or has otherwise resolved the issue.

In the absence of the COR named above (due to reasons such as leave, illness, official travel), all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR.

## **H.5 TRAVEL AND OTHER DIRECT COSTS (ODCs) PROCEDURES**

### **H.5.1 Travel**

Travel cost shall be reimbursed in accordance with FAR 31.205-46 at rates not to exceed the maximum locality per diem rates (the combination of lodging, meals and incidentals) in effect at the time of travel, as set forth in the Federal Travel Regulations, Joint Travel Regulation and Standards Regulations, Section 925, as applicable. In the event award is made to an educational institute, travel shall be reimbursed in accordance with OMB Circular A-21.

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

## **H.5.2 Other Direct Costs (ODCs)**

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

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

The Government will reimburse the Contractor on the basis of actual cost. The Contractor shall not incur any ODC expenditure that is not agreed upon in advance by the COR. The Contractor shall provide receipts and other supporting documentation for verification of the ODC incurred. The COR will verify ODCs charged for accuracy, allocability, and allowability.

## **H.6 PROGRAM MANAGEMENT REVIEW**

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

## **H.7 ONR 5252.237-9705 KEY PERSONNEL (DEC 88)**

(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 60 days in advance of any proposed substitution and provide the information required by paragraph (c) below.

(c) Any request for substitution must include a detailed explanation of the circumstances necessitating the proposed substitution, a resume for the proposed substitute, and any other information requested by the Contracting Officer. Any proposed substitute must have qualifications equal to or superior to the qualifications of the incumbent. The Contracting Officer or his/her authorized representative will evaluate such requests and promptly notify the Contractor in writing of his/her approval or disapproval thereof.



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

The following are identified as key personnel:

LABOR CATEGORY	NAMES
Metalworking Center Director	<b>To be completed at time of award</b>
Metalworking Center Technical Director	“
Business Manager	“

**H. 8 SMALL BUSINESS SUBCONTRACTING PLAN (Applies to Other than Small Business)**

*(Check and complete as applicable)*

**Individual Subcontracting Plan**

The Contractor’s Individual Subcontracting Plan entitled “ \_\_\_\_\_ ”, dated XX MON XXXX, is incorporated herein as Attachment Number X to the contract.

**Master Subcontracting Plan with Individual Goals**

The Contractor’s Master Subcontracting Plan entitled “ \_\_\_\_\_ ”, dated XX MON XXXX, is hereby incorporated by reference. The Individual Subcontracting Plan is incorporated herein as Attachment Number X to the contract.

**Comprehensive Subcontracting Plan**

The Contractor’s Comprehensive Subcontracting Plan entitled “ \_\_\_\_\_ ”, dated XX MON XXXX, effective from XXX MON XXXX through XX MON XXXX is hereby incorporated by reference.

**H.9 CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS**

The following Clause will be added to Orders when the participation of Subcontractors and/or Consultants has been authorized:

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

IDENTIFIED SUBCONTRACTOR	ESTIMATED HOURS	COMPOSITE RATE	ESTIMATED COST
TBD			

IDENTIFIED CONSULTANT	ESTIMATED TIME	RATE PER DAY	ESTIMATED COST
TBD			

The preceding listing shall constitute the written consent of the Contracting Officer required by Paragraphs (c), (d) and (e) of the contract clause at FAR 52.244-2 entitled "Subcontracts". The Contracting Officer's written consent to subcontract is required for:

- (i) services acquired under a cost-reimbursement, time-and-materials, or labor-hour type subcontract or agreement;
- (ii) fixed price contracts that exceed the greater of \$100,000 or 5 percent of the total estimated cost of the contract;

This consent is based upon the information submitted by the prime contractor in accordance with FAR 52.244-2 (f) (1) (i) through (vii).

**H.10 COST SHARING MINIMUM**

The Government anticipates cost sharing for the research work to be performed under Navy ManTech Projects. The parties recognize that the appropriate level of cost share will be negotiated for individual technical projects and will be identified in Section G-7.1.

**H.11 ESTIMATED COST AND COST SHARING** (Amounts to be inserted at time of individual Task Order award).

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

(b) For performance of the work under this contract, the Contractor shall be reimbursed for not more than \_\_\_\_\_ percent of the costs of performance determined to be allowable under the

Allowable Cost and Payment clause. The remaining \_\_\_\_\_ percent or more of the costs of performance so determined shall constitute the Contractor's share, for which it will not be reimbursed by the Government.

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

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

## **H.12 ORDERS**

### **(a) General**

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

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

### **(b) Ordering**

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

### **(c) Bilateral Orders**

With exception to paragraph (d) (below), the Contractor shall not begin any work until a bilateral order is issued by the CO.

(d) Unilateral Orders

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

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

(e) Cost or Pricing Data

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

(f) Definition

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

(g) Definitization Requirements - Undefinitized Orders

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

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

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

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

(4) The Contractor further agrees that the Government shall not be liable under such definitization for an increase in the estimated cost and fee which combined would cause the definitized price of the order to exceed the ceiling amount specified in the undefinitized order (See

DFARS 217.7404-2). The not to exceed price specified is a maximum and shall not be construed as an indication, other than a limit on the amount, if any, of such definitization. Subject to the foregoing, failure to agree to pay any definitization shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes."

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

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

(h) Termination of Orders

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

a. The Contracting Officer determines that a termination is in the Government's interest; or

b. The Contractor defaults in performing any order and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance,

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

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

**H.13 RESERVED**

**H.14 RESERVED**

#### **H.15 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term (ordering period) of this contract by written notice to the Contractor at anytime on or before the specified start date for the optional ordering period; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 1 day before the contract ordering period 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 the ordering period under this contract, including the exercise of any options under this clause, shall not exceed five years.

*(NOTE: The period of performance of orders issued under this contract shall be specified in each order and is not bound by the aforementioned ordering period limitation.)*

#### **H.16 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

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

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

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

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

## **H.17 DETERMINATION OF AWARD FEE**

### **(a) Introduction**

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

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

### **(b) Award Fee Pool**

The Contractor shall be evaluated six months after commencement of performance, and every six months thereafter by the Government for the base period of the contract; and every six months of each option year, if exercised. Unearned fee in any single evaluation period or year may not be carried forward into a subsequent evaluation period or year.

### **(c) Evaluation of Contractor's Performance**

Award fee will be earned based on the Government's evaluation of the Contractor's performance relative to the factors listed in the Award Fee Plan, Attachment Number 3 to this contract. As shown, the evaluation of each factor shall be based on several elements. The relative weight of each performance factor and evaluation element in determining the Contractor's overall performance rating is set forth in the Award Fee Plan. The Contractor's overall performance rating shall be the primary basis for determining the amount, if any, of the award fee earned by the Contractor in any period. The Contractor shall submit, and the Government shall consider in determining the amount of award fee earned, the Contractor's performance self-evaluation, including any claims relative to Government interference and extenuating circumstances.

**SECTION I - CONTRACT CLAUSES**

**(December 24, 2009)**

**COST-PLUS-FIXED-FEE**

\* Attention: Prime Contractors. If a subaward is made to an educational institution, Prime Contractors are directed to please refer to the ONR Model Award for appropriate flow-down clauses to universities. See <http://www.onr.navy.mil>; click on *Contracts & Grants* ;and then click on *Model Awards*. Finally click on *Flow Down Clauses for Educational Institutions*.

**(A) FAR 52.252-02 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 these addresses:

- <http://www.arnet.gov/far/>
- [http://farsite.hill.af.mil/farsite\\_script.html](http://farsite.hill.af.mil/farsite_script.html)

For instance, a dollar threshold may trigger the applicability of the clause or a certain condition of the research may trigger the applicability of the clause. In order to provide some assistance, as to when a dollar threshold triggers a clause, we have associated certain symbols with dollar thresholds. The symbols and their appropriate dollar thresholds are as follows:

- \* Applies when contract action exceeds \$10,000
- \*\* Applies when contract action exceeds \$100,000
- + Applies when contract action exceeds \$500,000
- ++ Applies when contract action exceeds \$550,000 and subcontracting possibilities exist. Small Business Exempt.
- # Applies when contract action exceeds \$650,000

**I. FEDERAL ACQUISITION REGULATION (FAR) (48 CFR CHAPTER 1) CLAUSES:**

** FAR 52.202-1	Definitions (JUL 2004)
** FAR 52.203-3	Gratuities (APR 1984)
** FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
** FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)
** FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
** FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
** FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)



** FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (SEP 2007)
** FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
FAR 52.204-7	Central Contractor Registration (APR 2008)
FAR 52.204-8	Annual Representations and Certifications (FEB 2009)
** FAR 52.209-5	Certification Regarding Responsibility Matters (Dec 2008)
FAR 52.211-15	Defense Priority and Allocation Requirements (APR 2008)
** FAR 52.215-2	Audit and Records – Negotiations (MAR 2009)
FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
# FAR 52.215-10	Price Reduction for the Defective Cost or Pricing Data (OCT 1997) (The clause is applicable to subcontracts over \$650,000.)
# FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) ( <b>Applicable to subcontracts over \$650,000 only</b> )
** FAR 52.215-14	Integrity of Unit Prices (OCT 1997) and Alternate I (OCT 1997) (Alternate I is applicable if the action is contracted under Other Than Full and Open Competition)
# FAR 52.215-15	Pension Adjustments and Asset Reversions (OCT 2004)
# FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions (JUL 2005)
# FAR 52.215-19	Notification of Ownership Changes (OCT 1997) (Applicable when Cost or Pricing Data is required)
FAR 52.216-7	Allowable Cost and Payment (DEC 2002)
FAR 52.216-8	Fixed Fee (MAR 1997)
** FAR 52.219-4	Notice of Price Evaluation Preference for HUBzone Small Business Concerns (JUL 2005)
** FAR 52.219-8	Utilization of Small Business Concerns (MAY 2004)(DEVIATION)
FAR 52.219-28	Post-Award Small Business Representation (APR 2009)
FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
** FAR 52.222-2	Payment for Overtime Premiums (JUL 1990) (Note: The word "zero" is inserted in the blank space indicated by an asterisk)
FAR 52.222-3	Convict Labor (JUN 2003) (Reserved when FAR 52.222-20 Walsh Healy Public Contracts Act is applicable)
** FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
FAR 52.222-21	Prohibition of Segregated Facilities (FEB 1999)
FAR 52.222-26	Equal Opportunity (MAR 2007)
** FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
** FAR 52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998)
** FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006)
FAR 52.222-50	Combating Trafficking in Persons (FEB 2009)
** FAR 52.222-54	Employment Eligibility Verification (JAN 2009) (Does not apply when work is performed outside the United States)
** FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)
** FAR 52.227-1	Authorization and Consent (DEC 2007) Alternate I (APR 1984)
** FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)

FAR 52.228-7	Insurance Liability to Third Persons (MAR 1996) (Further to paragraph (a)(3), unless otherwise stated in this contract, types and limits of insurance required are as stated in FAR 28.307-2)
FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)
** FAR 52.232-17	Interest (OCT 2008)
FAR 52.232-23	Assignment of Claims (JAN 1986) and Alternate I (APR 1984)
FAR 52.232-25	Prompt Payment (OCT 2008) and Alternate I (FEB 2002) (The words "the 30 <sup>th</sup> day" are inserted in lieu of "the 7 <sup>th</sup> day" at (a) (5) (i). [When Alternate I is applicable (a)(5)(i) does do not apply] [ <b>Alternate I applies when awarding a cost reimbursement contract for services</b> ]
FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
FAR 52.233-1	Disputes (JULY 2002)
FAR 52.233-3	Protest After Award (AUG 1996) and Alternate I (JUN 1985)
FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
# FAR 52.242-3	Penalties for Unallowable Costs (MAY 2001)
FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997)
** FAR 52.242-13	Bankruptcy (JUL 1995)
FAR 52.242-15	Stop Work Order (AUG 1989) and Alternate I (APR 1984)
** FAR 52.244-2	Subcontracts (JUN 2007)
** FAR 52.244-5	Competition in Subcontracting (DEC 1996)
FAR 52.244-6	Subcontracts for Commercial Items (DEC 2009)
FAR 52.245-1	Government Property (JUN 2007)
FAR 52.245-9	Use and Charges (JUN 2007)
** FAR 52.247-64	Preference for Privately Owned U.S. Flag Commercial Vessels (FEB 2006)
FAR 52.249-6	Termination (Cost-Reimbursement) (MAY 2004)
FAR 52.249-14	Excusable Delays (APR 1984)
FAR 52.251-1	Government Supply Sources (APR 1984)
FAR 52.253-1	Computer Generated Forms (JAN 1991)

**II. DEPARTMENT OF DEFENSE FAR SUPPLEMENTAL (DFARS) (48 CFR CHAPTER 2) CLAUSES:**

DFARS 252.203-7000	Requirements Relating to Compensation of Former DoD Officials (JAN 2009)
** 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 (JAN 2009)
DFARS 252.204-7003	Control of Government Work Product (APR 1992)
DFARS 252.204-7004	Alternate A, Central Contractor Registration (SEP 2007)
DFARS 252.204-7007	Alternate A, Annual Representations and Certifications (JAN 2008)
DFARS 252.204-7010	Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol (JAN 2009)
** DFARS 252.209-7001	Disclosure of Ownership of Control by the Government of a Terrorist Country (JAN 2009)

** DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country (DEC 2006)
DFARS 252.211-7003	Item Identification and Valuation (AUG 2008) (Applicable if the contract includes items (1) with a unit cost of \$5000 or more or (2) that will be serially managed or controlled inventory)
DFARS 252.211-7007	Reporting of Government – Furnished Equipment in the DoD Item Unique Identification (IUID) Registry (NOV 2008)
# DFARS 252.215-7000	Pricing Adjustments (DEC 1991)
# DFARS 252.215-7003	Excessive Pass-Through Charges - Identification of Subcontract Effort (MAY 2008)
# DFARS 252.215-7004	Excessive Pass-Through Charges (MAY 2008)
DFARS 252.225-7004	Reporting of Contract Performance Outside the United States and Canada-Submission After Award(MAY 2007)
** DFARS 252.225-7012	Preference for Certain Domestic Commodities (DEC 2008)
** DFARS 252.225-7013	Duty-Free Entry (OCT 2006)
DFARS 252.225-7031	Secondary Arab Boycott of Israel (JUN 2005)
+ DFARS 252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Use in solicitations and contracts for supplies or services exceeding \$500,000 in value.)
DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items (NOV 1995), and Alternate I (JUN 1995)
DFARS 252.227-7014	Rights In Noncommercial Computer Software and Noncommercial Computer Software Documentation (JUN 1995)
DFARS 252.227-7016	Rights in Bid or Proposal Information (JUN 1995)
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software (JUN 1995)
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (JUN 1995)
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 (SEP 1999)
DFARS 252.231-7000	Supplemental Cost Principles (DEC 1991)
DFARS 252.232-7003	Electronic Submissions of Payment Requests (MAR 2008)
** DFARS 252.243-7002	Requests for Equitable Adjustment (MAR 1998)
DFARS 252.246-7000	Material Inspection and Receiving Report (MAR 2008)
** DFARS 252.247-7023	Transportation of Supplies by Sea (MAY 2002)
** DFARS 252.247-7024	Notification Of Transportation Of Supplies By Sea (MAR 2000) (Applicable when the Contractor has made a negative response to the inquiry in the representation at DFARS 252.247-7022.)
DFARS 252.251-7000	Ordering from Government Supply Sources (NOV2004)

## (B) ADDITIONAL FAR AND DFARS CLAUSES

This contract incorporates one or more clauses by reference as indicated by the mark of (X), 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 address:  
<http://www.arnet.gov/far/>

X	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (DEC 2008) (Applicable in solicitations and contracts if the value is expected to exceed \$5,000,000 and the performance period is 120 days or more.)
X	FAR 52.203-14	Display of DoD Hotline Poster(s) (DEC 2007) (Applicable only when contract action exceeds \$5 million or when any modification increases contract amount to more than \$5 million )
	FAR 52.203-15	Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (MAR 2009) (Applicable if funded in whole or in part with Recovery Act Funds)
X	FAR 52.204-2	Security Requirements (AUG 1996) (Applicable if contract will generate or require access to classified information and DD Form 254, Contract Security Classification Specification, is issued to the contractor)
	FAR 52.204-11	American Recovery and Reinvestment Act – Reporting Requirements (MAR 2009) (Applicable if funded in whole or in part with Recovery Act Funds)
X	FAR 52.209-6	Protecting the Government's Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (SEP 2006) (Applicable to contracts exceeding \$30,000 in value.)
X	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997)(Applicable if the contractor does not propose facilities capital cost of money in the offer)
X	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications (OCT 1997) (Applicable to 'contracts' if cost or pricing data or information other than cost or pricing data will be required for modifications)
X	FAR 52.216-18	Ordering (OCT 1995) Insert: (a) date of award through end of the contract's period of performance.
X	FAR 52.216-19	Order Limitations (OCT 1995) Insert: (a) "\$25,000" (b)(1) "the contract ceiling amount (funded)" (b)(2) "the contract ceiling amount" (b)(3) "the contract period" (d) "5"
X	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a) 1 DAY, in second blank of paragraph (a) 30 DAYS, and in paragraph (c), insert 60 MONTHS (Applicable if contract contains line item(s) for option(s))
	FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
	FAR 52.219-6	Notice of Total Small Business Set-Aside (JUN 2003)
	FAR 52.219-7	Notice of Partial Small Business Set-Aside (JUN 2003) and

		Alternate I (OCT 1995) Alternate II (MAR 2004)
X	FAR 52.219-9	Small Business Subcontracting Plan (APR 2008)(DEVIATION) (Use in solicitations and contracts that offer subcontracting possibilities, are expected to exceed \$550,000, and are required to include the clause at 52.219-8, Utilization of Small Business Concerns, unless the acquisition is set aside or is to be accomplished under the 8(a) program or DFARS 252.219-7004 is included.)
	FAR 52.219-10	Incentive Subcontracting Program (OCT 2001) (Applicable at the PCO's discretion to contract actions exceeding \$550,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
X	FAR 52.219-16	Liquidated Damages- Subcontracting Plan (JAN 1999)(Use in all solicitations and contracts containing the clause at 52.219-9)(Note: <u>do not use</u> in contracts with contractors that have comprehensive subcontracting plans approved under the test program)
	FAR 52.219-25	Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (APR 2008)(DEVIATION) (Applicable if contract includes FAR 52.219-24)
	FAR 52.219-26	Small Disadvantaged Business Participation Program - Incentive Subcontracting Program (OCT 2000) (Applicable at the PCO's discretion to contract actions exceeding \$100,000 and when subcontracting possibilities exist. The clause is small business exempt) (In paragraph (b), insert the appropriate number between 0 and 10 – "XX") (Complete the space in the parentheses)
	FAR 52.222-20	Walsh Healy Public Contracts Act (DEC 1996) (Applicable if the contract includes deliverable materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000)
X	FAR 52.223-5	Pollution Prevention and Right-to-Know Information (AUG 2003) (Applicable if contract provides for performance, in whole or in part, on a Federal facility)
X	FAR 52.223-6	Drug-Free Workplace (MAY 2001) (Applies when contract action exceeds \$100,000 or at any value when the contract is awarded to an individual)
X	FAR 52.230-2	Cost Accounting Standards (OCT 2008) (Applicable when contract amount is over \$650,000, if contractor is subject to full CAS coverage, as set forth in 48 CFR Chapter 99, Subpart 9903.201-2(a) (FAR Appendix B)
X	FAR 52.230-3	Disclosure and Consistency of Cost Accounting Practices (OCT 2008) (Applicable in negotiated contracts when the contract amount is over \$650,000, but less than \$50 million, and the offeror certifies it is eligible for and elects to use modified CAS coverage (see 48 CFR 9903.201-2 (FAR Appendix))
X	FAR 52.230-6	Administration of Cost Accounting Standards (MAR 2008) (Applicable if contract is subject to either clause at FAR 52.230-2, FAR 52.230-3 or FAR 52.230-5)
X	FAR 52.232-20	Limitation of Cost (APR 1984) (Applicable only when contract action is fully funded)
X	FAR 52.232-22	Limitation of Funds (APR 1984) (Applicable only when contract

		action is incrementally funded)
X	FAR 52.239-1	Privacy or Security Safeguards (AUG 1996) (Applicable to contracts for information technology which require security of information technology, and/or are for the design, development, or operation of a system of records using commercial information technology services or support services.)
	FAR 52.245-2	Government Property Installation Operation Services (JUN 2007)(Insert the clause in service contracts to be performed on a Government installation when Government-furnished property will be provided for initial provisioning only and the Government is not responsible for repair or replacement)
X	DFARS 252.201-7000	Contracting Officer's Representative (DEC 1991) (Applicable when appointment of a Contracting Officer's Representative (COR) is anticipated.)
X	DFARS 252.204-7000	Disclosure of Information (DEC 1991) (Use in solicitations and contracts when the contractor will have access to or generate unclassified information that may be sensitive and inappropriate for release to the public.)(ONR requires 30 days to review information)
X	DFARS 252.204-7005	Oral Attestation of Security Responsibilities (NOV 2001) (Applicable if FAR 52.204-2, Security Requirements Applies)
X	DFARS 252.204-7008	Requirements for Contracts Involving Export-Controlled Items (JUL 2008) (Applicable when export-controlled items <u>are</u> expected to be involved in the performance of the contract.)
X	DFARS 252.204-7009	Requirements Regarding Potential Access to Export-Controlled Items (JUL 2008) (Applicable for research and development, except when the clause 252.204-7008 will be included or for supplies and services, or when the requiring activity is unable to determine that export-controlled items <u>will not</u> be involved.)
X	DFARS 252.205-7000	Provision of Information to Cooperative Agreement Holders (DEC 1991) (Applicable only when contract action exceeds \$1,000,000 or when any modification increases total contract amount to more than \$1,000,000)
X	DFARS 252.215-7002	Cost Estimating System requirements (DEC 2006) (Applicable only to contract actions awarded on the basis of certified cost or pricing data)
X	DFARS 252.219-7003	Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (Use this clause in solicitations and contracts that contain the clause FAR 52.219-9, Small Business Subcontracting Plan)
X	DFARS 252.219-7004	Small Business Subcontracting Plan (Test Program) (APR 2007)(Use in contracts with contractors that have comprehensive subcontracting plans approved under the test program described in 219.702, instead of the clauses at 252.219-7003, Small Business Subcontracting Plan (DoD Contracts),FAR 52.219-9, Small Business Subcontracting Plan and FAR 52.219-16, Liquidated Damages – Subcontracting Plan (JAN 1999))

X	DFARS 252.223-7004	Drug-Free Work Force (SEP 1988) (Applicable (a) if contract involves access to classified information: or (b) when the Contracting Officer determines that the clause is necessary for reasons of national security or for the purpose of protecting the health or safety of performance of the contract.
X	DFARS 252.223-7006	Prohibition on Storage and Disposal of Toxic and Hazardous Materials (APR 1993) (Applicable if work requires, may require, or permits contractor performance on a DoD installation)
	DFARS 252.225-7001	Buy American Act and Balance of Payments Program (JUN 2005) (Applicable if the contract includes deliverable supplies) (This clause does not apply if an exception to the Buy American Act or Balance of Payments Program is known or if using the clause at 252.225-7021, or 252.225-7036.)
	DFARS 252.225-7002	Qualifying Country Sources as Subcontractors (JUN 2005) (Applicable when clause at DFARS 252.225-7001, 252.227-7021, or 252.227-7036 applies)
	DFARS 252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings (MAR 2006) (Applicable if contract includes deliverable supplies, unless Contracting Officer knows that items being acquired do not contain ball or roller bearings)
	DFARS 252.235-7004	Protection of Human Subjects (JUL 2009) (Applicable in solicitations and contracts that include or may include research involving human subjects)
X	DFARS 252.242-7004	Material Management and Accounting System (JUL 2009) (Applicable to contract actions exceeding \$100,000) (Not applicable for contracts awarded to small businesses, educational institutions, or nonprofit organizations)

**(C) COST-PLUS-FIXED-FEE-RESEARCH AND DEVELOPMENT CLAUSES**

The following FAR and DFARS clauses apply to Cost-Plus-Fixed-Fee Research and Development Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply: (\*\* - applies to contract actions exceeding \$100,000)

FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate V (APR 1984)
FAR 52.246-9	Inspection of Research and Development (Short Form) (APR 1984)
** FAR 52.246-23	Limitation of Liability (FEB 1997)
DFARS 252.235-7010	Acknowledgement of Support and Disclaimer (MAY 1995)
DFARS 252.235-7011	Final Scientific or Technical Report (NOV 2004)

The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Research and Development Contracts only apply when specifically marked with a check (x):

X	FAR 52.227-10	Filing of Patent Applications –Classified Subject Matter (DEC
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		2007) (Insert this clause in all classified solicitations and contracts)
X	FAR 52.227-11	Patent Rights – Ownership by the Contractor (DEC 2007) (Applicable if contractor is a small business or non profit organization)
X	DFARS 252.227-7038	Patents – Ownership by the Contractor (Large Business) (DEC 2007)
X	DFARS 252.227-7039	Patents – Reporting of Subject Inventions (APR 1990) (Applied when FAR 52.227-11 applies)
	DFARS 252.235-7002	Animal Welfare (DEC 1991)

**(D) COST-PLUS-FIXED-FEE SERVICE CLAUSES**

The following FAR clauses apply to Cost-Plus-Fixed-Fee Service Contracts and are either required by regulation or are required when the circumstances of the contract warrant that they apply:  
 (\*\* - applies to contract actions exceeding \$100,000)

FAR 52.243-2	Changes – Cost Reimbursement (AUG 1987) and Alternate I (APR 1984)
FAR 52.246-5	Inspection of Services – Cost Reimbursement (APR 1984)
** FAR 52.246-25	Limitation of Liability – Services (FEB 1997)

The following FAR and DFARS clauses for Cost-Plus-Fixed-Fee Service Contracts only apply when specifically marked with a check (x):

X	FAR 52.217-8	Option to Extend Services (NOV 1999) (Applicable when options will be used under a service contract.)
	FAR 52.223-10	Waste Reduction Program (AUG 200) (Applicable for contractor operation of Government-owned or leased facilities)

**SECTION J – LIST OF ATTACHMENTS**

Section J – List of Documents, Exhibits and Other Attachments

**CONTRACT ATTACHMENTS**

Attachment No.	Title	Number of Pages
1a	Statement of Work (SOW) entitled “Statement of Work for The Navy Metalworking Center (NMC) – Center Operations” (Task Order 0001)	5
1b	Statement of Work (SOW) entitled “Statement of Work for The Navy Metalworking Center (NMC) – Project Development and Management” (Task Order 0002)	3



2	Technical Projects Process Plan	3
3	Award Fee Plan	13
4	Department of Defense Contract Security Classification Specification” (DD Form 254)	3
5	Key Personnel Qualifications	2
6	Labor Rates and Factors	2
7	Sample Supplemental Monthly Invoice	1
L-001	Key Personnel List	1
L-002	Past Performance Information Form (PPIF)	4
L-003	Instructions for Preparing Cost Proposals For Contracts	16

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

NAME OF OFFEROR (Firm or Organization) \_\_\_\_\_

OFFEROR DUNS NUMBER \_\_\_\_\_

Proposal Title \_\_\_\_\_

Proposal Number and/or Date \_\_\_\_\_

The above referenced proposal was submitted in response to: (select one)

\_\_\_\_\_ The ONR Broad Agency Announcement (BAA) #10-001 for Long-Range Scientific Projects published in FedBizOpps on 18 September 2009

\_\_\_\_\_ Other BAA/Solicitation/Announcement (list solicitation no., title, and data of issuance):

**K.1 FAR 52.215-20 - REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

(a) *Exceptions from cost or pricing data.*

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

## **K.2 FAR 52.222-54 – EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)**

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

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

(1) Normally performs support work, such as indirect or overhead functions; and

(2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

*(b) Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee’s assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section ); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under

paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

### **K.3 FAR 52.230-1 - COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (OCT 2008)**

**Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.**

Not applicable

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

#### I. Disclosure Statement -- Cost Accounting Practices and Certification

(a) Any contract in excess of \$650,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_ Name and Address of Cognizant ACO or Federal Official Where Filed: \_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_ Name and  
Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) *Certificate of Interim Exemption.* The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## II. Cost Accounting Standards -- Eligibility for Modified Contract Coverage



If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

### III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

yes       no

(End of Provision)

*Alternate I (Apr 1996).* As prescribed in 30.201-3(b), add the following subparagraph (c)(5) to Part I of the basic provision:

(5) *Certificate of Disclosure Statement Due Date by Educational Institution.* If the offeror is an educational institution that, under the transition provisions of 48 CFR 9903.202-1(f), is or will be required to submit a Disclosure Statement after receipt of this award, the offeror hereby certifies that (check one and complete):

(i) A Disclosure Statement Filing Due Date of \_\_\_\_\_ has been established with the cognizant Federal agency.

(ii) The Disclosure Statement will be submitted within the 6-month period ending \_\_\_\_\_ months after receipt of this award.

Name and Address of Cognizant ACO or Federal Official  
Where Disclosure Statement is to be Filed:

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**K.4 DFARS 252.215-7003 - EXCESSIVE PASS-THROUGH CHARGES –  
IDENTIFICATION OF SUBCONTRACT EFFORT (MAY 2008)**

(a) *Definitions.* “Added value,” “excessive pass-through charge,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS 252.215-7004).

(b) *General.* The offeror’s proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

(End of provision)

**K.5 DFARS 252.227-7028 - TECHNICAL DATA OR COMPUTER SOFTWARE  
PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)**

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify—

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of provision)

**K.6 Standard Form-LLL, "Disclosure of Lobbying Activities" (3 pages) which can be retrieved at <http://www.whitehouse.gov/omb/grants/sfillin.pdf>**

No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on its behalf in connection with the awarding of this contract.

or

In accordance with subparagraph (d) of provision 52.203-11 Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions (found in ORCA), Standard Form-LLL has been completed in accordance with its instructions and is returned herewith.

**SIGNATURE**

By signature hereto, or to an offer incorporating these representations and certifications, the offeror certifies that they are accurate, current, and complete and that he is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statement in offers.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Typed or Printed Name

\_\_\_\_\_  
Title

**SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**L.1 FAR 52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (APR 2008)**

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

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

(1) An offeror may obtain a DUNS number—

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

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

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

(i) Company legal business name.

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

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

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

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

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

**L.2 FAR 52.211-2 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (JAN 2006)**

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

(1) ASSIST ( <http://assist.daps.dla.mil/>;

(2) Quick Search (<http://assist.daps.dla.mil/quicksearch/> )

(3) ASSISTdocs.com ( <http://assistdocs.com> ).

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

- (1) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );
- (2) Phoning the DoDSSP Customer Service Desk (215) 697-2197, Mon-Fri, 0730 to 1600 EST; or
- (3) Ordering from DoDSSP, Building 4, Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697-2667/2179, Facsimile (215) 697-1462.

**L.3 FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008)**

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

**L.4 FAR 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (JAN 2004)**

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

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

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

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

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

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

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

(c) *Submission, modification, revision, and withdrawal of proposals.*

(1) Unless other methods (*e.g.*, electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (i) and (c) (1) (ii) of this provision.

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

(i) The solicitation number;

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

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

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

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

(3) *Submission, modification, revision, and withdrawal of proposals.*

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

(ii)

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

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the

exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

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

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

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

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

(f) *Contract award.*

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

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

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

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

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

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

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

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

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

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.



**L.5 FAR 52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)**

- (a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in FAR 31.205-10(b) are met. One of the allowability criteria requires the prospective Contractor to propose facilities capital cost of money in its offer.
- (b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

**L.6 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)**

*(a) Exceptions from cost or pricing data.*

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

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

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

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

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

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

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

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

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

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

**L.7 FAR 52.216-1 TYPE OF CONTRACT (APR 1984)**

The Government contemplates award of an **Indefinite-Delivery/Indefinite Quantity (IDIQ) Contract with provision for Cost-Plus-Fixed-Fee, Cost, Cost Share and/or Cost-Plus-Award-Fee orders** as a result of this solicitation.

**L.8 FAR 52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)**

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

**L.9 FAR 52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)**

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

**L.10 FAR 52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

(a) Recompensation of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

**L.11 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:

Office of Naval Research  
TBD  
ONR Code 0253  
875 North Randolph Street  
Arlington, VA 22203-1995

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

**L.12 DFARS 252.225-7003 REPORT OF INTENDED PERFORMANCE OUTSIDE THE UNITED STATES AND CANADA—SUBMISSION WITH OFFER (DEC 2006)**

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

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

(1) The offer exceeds \$11.5 million in value; and  
(2) The offeror is aware that the offeror or a first-tier subcontractor intends to perform any part of the contract outside the United States and Canada that—

(i) Exceeds \$550,000 in value; and  
(ii) Could be performed inside the United States or Canada.

(c) Information to be reported includes that for—

(1) Subcontracts;  
(2) Purchases; and  
(3) Intracompany transfers when transfers originate in a foreign location.

(d) The offeror shall submit the report using—

(1) DD Form 2139, Report of Contract Performance Outside the United States; or  
(2) A computer-generated report that contains all information required by DD Form 2139.

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

**L.13 RESERVED**

#### **L.14 SECURITY CLASSIFICATION GUIDANCE (DD FORM 254)**

- a) A Contract Security Classification Specification (DD Form 254) has been included with this RFP; however, any applicable security classification guides identified on the DD Form 254 are not attached. The information contained in the guides is not considered to be necessary for submitting proposals. If the offeror does not currently hold the applicable guides and anticipates submitting a classified proposal in response to the RFP, the proposals shall be marked in accordance with the provisions of the National Industrial Security Program Operating Manual [NISPOM] (DOD 5220.22M). Tentative classification markings shall be:

Derived From: DD Form 254, Attachment Number 4 to RFP N00014-09-R-0006  
Declassify On: To be determined by ONR Program Officer

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

- b) If the offeror currently holds the applicable guides, any classified proposal shall be derivatively marked in accordance with the guides and Executive Order 12958, further amended by Executive Order 13291.
- c) If necessary, the guides shall be provided to the successful offeror with the contract award.

#### **L.15 FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)**

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

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

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

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

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

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

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

#### **L.16 GENERAL INSTRUCTIONS FOR SUBMISSION OF TECHNICAL AND COST PROPOSALS**

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

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

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

(d) Original and five (5) paper copies and one (1) electronic copy (Technical and Cost volumes) in PDF or Microsoft Office compatible format on CD ROM. The electronic technical and cost proposals must be on separate CDs.

(e) *Length:*

(1) The length of Volume I, Technical Proposal shall not exceed 50 single-sided pages. There is no page limitation for resumes.

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

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

*(f) Page Size and Format:*

- (1) Proposals should be printed on plain white bond paper. Page size should be 8.5" X 11", not including foldouts. Pages should be single spaced, and except for the reproduced section of the solicitation document, the text size should be no less than 12 point in Times New Roman font, with the exception of charts and graphs, which must be in 10-point font or larger. Use at least 1-inch margins on the top, bottom, and sides. Pages should be numbered sequentially by volume (i.e., Volume 1, Page 1).
- (2) Foldouts of charts, tables, diagrams, or drawings should not exceed 11" X 17", if used. Foldout pages shall fold entirely within the volume, and each side (front or back) of a foldout is considered two pages for purposes of determining the number of pages. When both sides (front and back) of a foldout display contain printed material, they will be counted as four pages. Page margins for the foldouts should be a minimum of one inch at the top, bottom, and each side. Foldouts may only be used for large tables, charts, graphs, diagrams, and other schematics, and not for pages of text.

*(g) Binding and Labeling.*

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

*(h) Disposition of Offers and Proposal Information.*

Offers and proposal information will not be returned (except for timely withdrawals).

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

RFP No. N00014-10-R-0001

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

Attn: ONR 0253 Richard H. Pollack (CACI)

**NOTE: Due to changes in security procedures since September 11, 2001, the time required for hard-copy written materials to be received at the Office of Naval Research (ONR) has increased. Materials submitted through the U.S. Postal Service, for example, may take seven (7) days or more to be received, even when sent by Express Mail. Thus, any hard-copy proposal should be submitted long enough before the deadline established in the solicitation so that it will not be received late and thus be ineligible for award consideration.**

## **L.17 INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS**

### **(a) General**

1. The Offeror's Technical proposal must be prepared as a separate part of the total proposal package. Specific cost or pricing details should be omitted from this section of the proposal
2. In this volume, the Offeror shall detail how it proposes to meet the requirements of the attached Statements of Work. Technical and Management Capability will be evaluated in accordance with the criteria stated in Section M. Attention will be given to the Statement of Work (SOW) and the requirements stated below. The Offeror's proposal must convey to the Government that the Offeror is capable; possesses adequate technical expertise and experience; possesses sufficient resources; and is able to plan, organize, and use those resources in a coordinated and timely fashion to meet the needs of the Navy Metalworking Center (NMC).
3. Proposals will be evaluated to ensure that sound approaches are proposed and to ensure the Offeror's ability to successfully achieve the SOW tasks. Offeror understanding of both required services and tasks, including work effort required to produce them and demonstrated knowledge of SOW requirements, will be evaluated. Offeror's plan of how key and team members will successfully accomplish SOW tasks will be evaluated. The Offeror is not to simply restate the SOW, but to explain how it will meet the requirements.
4. This volume should be specific and complete. Legibility, clarity, and coherence are important. Each technical factor should be addressed in a separate, stand-alone section within the volume. Using the instructions provided below, provide as specifically as possible the actual methodology you would use for accomplishing/satisfying the factors below. Responses will be evaluated against the technical factors defined in Section M, Evaluation Factors.
5. The offeror's Technical proposal should include a cover page. This cover page should include the words "Volume I - Technical Proposal" and the following:
  - a) RFP number;
  - b) Title of Proposal;
  - c) Identity of prime Offeror and complete list of subcontractors, if applicable;
  - d) Technical contact (name, address, phone/fax, electronic mail address)
  - e) Administrative/business contact (name, address, phone/fax, electronic mail address);
  - f) Proposal Date; and,
  - g) Signature from authorized organization representative.



6. This volume shall contain the Offeror's capabilities under the evaluation factors identified below. This volume of the technical proposal is limited to 50 pages (not counting resumes).

- Factor 1: Center Operations
- Factor 2: Project Development and Management
- Factor 3: Past Performance
- Factor 4: Corporate Facilities
- Factor 5: Commitment to Small Business

7. Submit a completed Key Personnel List utilizing the format provided in Section L, Attachment No. L-001. The qualifications for these positions are stated in Section J, Attachment No. 5. The identified key personnel will be listed in Clause H-7 of the contract at time of award.

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

*(b) Executive Summary*

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

*(c) Technical Proposal Elements*

*1. Factor 1. Center Operations*

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

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

*i. Understanding of Requirement*

The Offeror shall provide a narrative of its understanding of ONR's task requirements outlined in Section C of this solicitation and Attachment 1a, entitled, "Statement of Work for the Navy Metalworking Center (NMC) – Center Operations". The Offeror shall discuss its capabilities to accomplish the task requirements through relevant

knowledge of ManTech Metalworking technologies and their transition from development stages into industrial applications, manufacturing of Navy or DoD weapons systems. Include the Offeror's understanding of managing and operating a Center of Excellence program to include execution of RDT&E, DoD Budgeting, Federal Government contracting, etc. It is important that the offeror's proposal provide evidence of detailed knowledge of and/or experience in performing the identified tasks in the same or similar environment(s).

*ii. Center Staffing and Key Personnel*

The Offeror shall describe how it will provide adequate staffing and how Key Personnel requirements will be met. Offeror's proposal shall include:

(A) Provide a matrix indicating proposed labor hours by skill category required to perform the statement of work for Task Order 0001. Task Order 0001 shall consist of a two-year base and three, one-year options. A second matrix should be provided indicating proposed labor hours by skill category required to perform the statement of work for Order 0002. Order 0002 shall consist of a two-year base and three, one-year options. A third matrix shall be submitted indicating anticipated prime and subcontractor key personnel skill categories (network of experts) required to perform specific technical projects which will be executed via Order 0001 and Order 0002. These three matrices shall not contain labor rates or any other indication of specific cost or pricing data.

(B). Demonstrate a sound and efficient approach to the management of personnel and organizational resources required to meet the task requirements. Address how the variety and completeness of the proposed staff will facilitate a timely and cost effective team management (Government/Industry) process for evaluating ManTech projects for selection/execution, as well as prioritizing and selecting Metalworking technology solutions for Navy weapon system needs. Address the availability and capabilities of proposed staff to operate and manage the NMC in a cost effective manner. ONR is not only interested in receiving proposals with upper level management and technical personnel (i.e., key personnel) but also lower level technical and operational personnel to accomplish task orders of less complexity

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

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

*iii. Proposed NMC Director:*

Describe the experience and stature of the proposed NMC Director in the Metalworking manufacturing technology community. Demonstrate the Director's ability to lead the NMC technology development and operations through experience in and broad understanding of: (a) Metalworking technology development and manufacturing, (b) the need to work cooperatively with the defense industry; (c) how to identify Metalworking technology needs, (d) how to affect the transition of technology into systems applications; and (d) NMC operations and business functions.

*iv. Center Management*

The Offeror shall describe a viable approach to how the center will be managed with minimal overhead expenses to ensure quality performance in a timely and efficient manner. Describe the management approach to be utilized to ensure appropriate interface with the Government COR to facilitate task progress and communications between all necessary parties. Describe how center will provide the required program support, such as generation of project descriptions, documentation of technical and transition successes, and response to data calls. Describe how it will manage a system of internal controls for all business operations.

*v. Center Organization*

The Offeror shall describe its NMC Organization as follows:

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

(B) *Teaming:* The Offeror may be a single entity or multiple entities via a teaming arrangement of multiple entities.

- i. If a teaming arrangement is proposed, include a table identifying each company name, address, point of contact and telephone, and percentage of contract workload;
- ii. The Offeror shall describe in narrative the responsibilities of the of each individual team member and how the team will function as a well-integrated business unit;
- iii. The Offeror must also submit letters of commitment from each of their proposed team members, to support i and ii. (above). Letters may be placed in an appendix and will not be included in the page limitation.
- iv. The extent of participation as a team member of small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small

business concerns, HUBZone small business concerns, small disadvantaged business concerns, or woman-owned small business concerns.

*vi. Outreach and Connectivity.*

The Offeror shall describe its capability to perform outreach activities and develop and maintain connectivity. In describing its capability, the Offeror shall discuss its approach and experience in performing these activities.

*Outreach Activities:*

- Uninterrupted maintenance of the NMC public domain website and server.
- Attending and showcasing the NMC mission and accomplishments at conferences and trade shows.
- Distribution of a newsletter on a minimum quarterly basis to key government and industry personnel.
- Advancing the commercial viability of Metalworking technologies and promoting technology transfer to industry.
- Improving the United States' Metalworking industrial base and developing a capable Metalworking workforce through educational initiatives.

*Connectivity Activities:*

The Offeror shall describe its approach and experience in developing and maintaining working relationships and technical interchanges with the Metalworking industry as well as government organizations. The Offeror shall also describe their approach and experience both in (1) utilizing these relationships to facilitate technology transfer of technology into full scale production and systems applications and in (2) developing and maintaining working relationships with various Navy Program Management Offices.

*2. Factor 2. Project Development and Management*

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

The Offeror shall describe how project development will be conducted and its capability to develop, select, and manage projects. When award is made to a chosen offeror, this portion of the proposal (referred to as Project Development and Management) will be awarded as Task Order 0002 and issued at the same time of contract award. In describing its capability, the Offeror shall discuss its approach and experience in performing these activities.

*i. Technical Project Selection and Development:*

The Offeror shall describe a process and strategies for the identification, development and selection of technical Navy ManTech projects. This includes the demonstration of an effective project solution identification process that includes a method of identifying and prioritizing Metalworking

technologies that are highly likely to be implemented by industry and support Navy acquisition program needs. Describe the process for selecting viable solutions to meet Navy needs and how project plans will be developed (Per Attachment 2, Technical Projects Process Plan, or alternate proposed methodology) and delivered in a timely manner to the Government for approval. Include the offeror's experience and track record of working with Government program offices and industry to identify needs and appropriate technology solutions.

*ii. Project Management:*

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

*iii. Earned Value Management System*

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

*iv. Quality Cost Share Process*

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

*v. Financial Controls*

The Offeror shall describe its ability to manage and administer successfully a system of internal controls for all business and administrative operations.

*vi. Fiscal Benchmarks*

The Offeror shall describe its approach and experience in developing plans to meet government or similar obligation and expenditure fiscal benchmarks, track center performance with respect to these benchmarks, and develop “get well” plans if necessary.

### *3. Factor 3. Past Performance*

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

#### *i. Past Performance Evaluation.*

The Government will evaluate past performance using the information provided by each offeror and may also solicit past performance information from other sources. The Offeror should describe work on similar projects in terms of technical accomplishments, technology transitions, on-time completions, financial management, experience for work that is similar to managing a manufacturing technology center, and a demonstrated ability to address performance or schedule problems through corrective actions.

#### *ii. Past Performance Information.*

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

#### *iii. Past Performance Information Form (PPIF) (Section L, RFP Attachment L-002)*

The Offeror should submit a Past Performance Information Form (PPIF) for each relevant contract in accordance with the format contained in Section L, RFP Attachment L-002. The Offeror should provide frank, concise comments regarding performance under the contracts identified. Each PPIF shall address one contract. The completed PPIF forms should be included in an appendix to the proposal and will not be included in the 50-page technical proposal limit.

### *4. Factor 4: Corporate Facilities*

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

The Offeror should describe its physical facilities that are relevant to in-house work to be performed and its ability to provide both unclassified and classified working and meeting spaces at its facilities. Include a description of any Government Furnished Equipment / hardware / software / information required to perform the work specified in this solicitation.

*5. Factor 5: Commitment to Small Business*

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

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

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

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

Pursuant to FAR 52.219-9, all offerors, with the exception of Small Businesses, are required to submit a small business plan. If the Federally mandated goals cannot be met, the offeror shall provide an explanation as to why these goals cannot be met. The following link provides guidance and information regarding ONR small business plans and commitment: <http://www.onr.navy.mil/osb/>

## **L.18 INSTRUCTIONS FOR THE PREPARATION OF COST PROPOSALS**

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

*b. Cost Proposal Elements.*

The Offeror shall provide detailed cost proposals for NMC Center Operations (Task Order 0001) and Project Development and Management (Task Order 0002) to include cost summary information for the base period and three 12-month option periods. The Offeror shall complete the tables provided in Section L, Attachment L-003, Cost Element Summary.

*c. Cost Realism.*

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

*d. DCMA ACO/DCAA/DHHS.*

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

*e. Fee*

Offerors should propose a fixed fee for Task Order 0001 (NMC Center Operations) and Task Order 0002 (Project Development and Management). Offerors may propose a fixed fee for Non-Navy ManTech activity. For Orders 0001 and 0002 and Non-Navy ManTech efforts, current ONR policy caps the fixed fee at 5% for in-house effort and 1% pass-through fee on



any subcontracted effort. Current award fee guidelines limit the award fee to a maximum of 8%.”

## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 BASIS FOR AWARD**

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

### **M.2 EVALUATION CRITERIA**

a. Proposals will be evaluated in accordance with the following criteria:

#### **M.2.1 TECHNICAL AND MANAGEMENT FACTORS:**

- Factor 1: Center Operations
- Factor 2: Project Development and Management
- Factor 3: Past Performance
- Factor 4: Corporate Facilities
- Factor 5: Commitment to Small Business

#### **M.2.2 COST FACTORS**

- Factor 6: Cost
- Factor 7: Cost Realism

b. The Technical and Management Factors are more important than the Cost Factors.

c. All proposals will be evaluated for technical and management capability and will receive an evaluation rating for each factor. The five Technical and Management factors are listed in descending order of importance except as noted hereafter. Technical Factors 1 and 2 are of equal importance, and each is more important than any of the remaining Factors. Technical Factor 3, 4 and 5 are in descending order of importance. The two Cost Factors are equal in importance.

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

### **M.3 FACTOR ELEMENTS:**

a. *Factor 1. CENTER OPERATIONS*

Center Operations will be evaluated based on the following elements:

- The Offeror's depth of understanding of manufacturing technology, development, technology transition and deployment of metal working technologies.
- Demonstrated qualifications of proposed "Key Personnel" (see L.17 (a) 7.)
- Demonstrated competence of the Director in leading manufacturing technology efforts.
- Availability of qualified technical personnel and management personnel, with recent and relevant experience to effectively operate and manage the NMC and to support Navy ManTech initiatives in a timely and cost-effective manner
- A proposed approach to center management that is viable and maximizes the Navy ManTech return on investment while minimizing management and overhead expenses (including administrative, facility infrastructure, operation and maintenance costs), as well as the viability of the proposed organizational structure and any proposed teaming arrangements.
- Demonstrated ability to conduct required outreach and educational activities and to enhance the nation's Metalworking workforce. Demonstrated formal relationships with the Metalworking industry, and ability to ensure the sharing of manufacturing capabilities throughout the nation's Metalworking industrial base.

b. *Factor 2. PROJECT DEVELOPMENT AND MANAGEMENT*

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

- A proposed process for technical project development and selection and a capability to find effective project solutions that are responsive to Navy acquisition programs and that are likely to be implemented.
- A demonstrated capability to effectively manage projects from technical, schedule, budget, implementation, and financial return perspectives.
- Ability to employ an effective in-house financial management system (Earned Value Management System) or equivalent.

c. *Factor 3. PAST PERFORMANCE*

Past Performance will be evaluated based on the following elements:

- Past performance on similar projects in terms of technical accomplishments, technical transitions, on-time completions and financial management.
- The extent, depth and quality of recent corporate experience in managing a manufacturing technology center or similar entity.
- The demonstrated ability to address performance or schedule problems through effective corrective actions.

d. Factor 4. *CORPORATE FACILITIES*

Corporate Facilities will be evaluated based on the following elements:

- The availability and adequacy of facilities relevant to Metalworking technology and the nature of the work to be performed.
- Possession of (or realistic and timely plan to obtain) Secret Facility Clearance with Secret Safeguarding.
- The availability and adequacy of the unclassified and classified work and meeting spaces at its facilities.

e. Factor 5. *COMMITMENT TO SMALL BUSINESS*

(1) The offeror will be evaluated for its overall commitment to provide for meaningful work to small businesses, HUBZone small businesses, small disadvantaged businesses, woman-owned small businesses, veteran-owned small businesses, service disabled veteran-owned small businesses, historically black colleges and universities, and minority institutions. This includes:

(i) The extent to which such qualifying small businesses and educational institutions are specifically identified in the proposal;

(ii) The extent of commitment to use such entities. In cases where no subcontracting of the outlined tasks is anticipated, the Offeror should note any other possible opportunities that may exist for using these entities in its own internal operations (such as purchase of office supplies, janitorial, security or other general service or supply items);

(iii) The complexity and variety of the work small firms are to perform;

(iv) The extent of participation of such firms in terms of the value of the total acquisition; and,

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

(2) The Small Business Subcontracting Plan submitted by large businesses and non-profits for the contract under the clause entitled "Small Business Subcontracting Plan" (FAR 52.219-9) will be evaluated to see whether it includes at least the congressionally mandated goals of thirty seven point two percent (37.2%) for small business concerns, five percent (5%) for small disadvantaged business concerns, five percent (5%) for women-owned small business concerns, three percent (3%) for HUBZone, and three percent (3%) for service-disabled veteran small business or includes a detailed explanation as to why these goals cannot be included in the plan.

SUBCONTRACTING GOALS	Current Standard % of Available Dollars
Small Business (SB)	31.7%
Small-Disadvantaged Business (SDB)	5%
Woman-Owned Small Business (WOSB)	5%
Small Business HubZone	3%
Service-Disabled Veteran-Owned Small Business (SDVOSB)	3%

f. Factor 6. *COST*

The Offeror's proposed cost for Task Order 0001 (NMC Operations) and Task Order 0002 (NMC Project Development and Management) will be evaluated using one or more of the techniques defined in FAR 15.404, in order to determine if the proposed costs are reasonable, realistic, and complete.

g. Factor 7. *COST REALISM*

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