

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

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

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

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

1. SOLICITATION NUMBER  N00014-10-R-0004	2. (X one)	3. DATE/TIME RESPONSE DUE  (Date) time 1400 Local 21 OCTOBER 2010
	<input type="checkbox"/> a. INVITATION FOR BID (IFB)	
	<input checked="" type="checkbox"/> b. REQUEST FOR PROPOSAL (RFP)	
	<input type="checkbox"/> c. REQUEST FOR QUOTATION (RFQ)	

**INSTRUCTIONS**

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

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

4. ISSUING OFFICE (Complete mailing address, including Zip Code) OFFICE OF NAVAL RESEARCH ATTN: JENNIFER BROWN, ONR CODE: BD251 875 NORTH RANDOLPH STREET ARLINGTON, VA 22203-1995	5. ITEMS TO BE PURCHASED (Brief description)  Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)
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6. PROCUREMENT INFORMATION (X and complete as applicable)	
<input type="checkbox"/> a. THIS PROCUREMENT IS UNRESTRICTED	
<input type="checkbox"/> b. THIS PROCUREMENT IS _____ % SET-ASIDE FOR SMALL BUSINESS. THE APPLICABLE NAICS CODE IS: _____	
<input type="checkbox"/> c. THIS PROCUREMENT IS _____ % SET-ASIDE FOR HUB ZONE CONCERNS. THE APPLICABLE NAICS CODE IS: _____	
<input checked="" type="checkbox"/> d. THIS PROCUREMENT IS RESTRICTED TO FIRMS ELIGIBLE UNDER SECTION 8(a) OF THE SMALL BUSINESS ACT.	

7. ADDITIONAL INFORMATION Proposals (number and kind of copies are specified in Section L.15) provided in a sealed envelope are due by the date and time stated in block 3. Hand-carried proposals are permissible, but must also be received by the aforementioned time/date. Offers received after this time will be considered late in accordance with Section L, FAR Provision 52.215-1, Instructions to Offerors--Competitive Acquisition. Additional information is provided on page 2 of DD Form 1707.

8. POINT OF CONTACT FOR INFORMATION			
a. NAME (Last, First, Middle Initial) BROWN, JENNIFER		b. ADDRESS (Include Zip Code)  See Block 4	
c. TELEPHONE NUMBER (Include Area Code and Extension) (703) 588-2432 (No Collect Calls)	d. E-MAIL ADDRESS jennifer.brown4@navy.mil		

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

10. MAILING LIST INFORMATION (X one)	
WE <input type="checkbox"/> DO <input type="checkbox"/> DO NOT DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE INVOLVED.	
11a. COMPANY NAME	b. ADDRESS (Include Zip Code)

c. ACTION OFFICER			
(1) TYPED OR PRINTED NAME (Last, First, Middle Initial)		(2) TITLE	
(3) SIGNATURE			(4) DATE SIGNED (YYYYMMDD)

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

7. Additional Information (Continued)

A pre-proposal conference will not be held for this solicitation.

The current incumbent for this effort is:

Harlan Lee and Associates  
7700 Leesburg Pike - Suite 219  
Falls Church, VA 22043-2623

Note: Incumbent has graduated from the 8(a) Program. Any additional information regarding the existing contract may be obtained in accordance with the Freedom of Information Act at [www.onr.navy.mil](http://www.onr.navy.mil).

This is a 100% 8(A) set-aside and the prime Contractor's employees shall perform at least 51% of the cost of the contract performance incurred for personnel. The other direct cost are excluded from this amount.

FOLD

FOLD

FROM

AFFIX  
STAMP  
HERE

<b>SOLICITATION NUMBER</b> N00014-10-R-0004	
<b>DATE</b> (YYYYMMDD) 2010/10/XX	<b>LOCAL TIME</b> 1400

OFFICE OF NAVAL RESEARCH  
ATTN: JENNIFER BROWN, ONR CODE BD251  
875 NORTH RANDOLPH STREET  
ARLINGTON, VA 22203-1995

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING DO-C9(R)	PAGE 1 of 67 Pages
2. CONTRACT NO.	3. SOLICITATION NO. N00014-10-R-0004	4. TYPE OF SOLICITATION SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 21 SEP 2010	6. REQUISITION/PURCHASE NO.	
7. ISSUED BY Office of Naval Research 875 North Randolph Street Arlington, VA 22203-1995 JENNIFER BROWN, E-mail: <a href="mailto:jennifer.brown4@navy.mil">jennifer.brown4@navy.mil</a>		CODE N00014	8. ADDRESS OFFER TO (If other than Item 7) Same as Block 7		

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

### SOLICITATION

9. Sealed offers in **original and (See Section L.15) 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 8 address until 2:00 p.m. local time 21 OCTOBER 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 JENNIFER BROWN	B. TELEPHONE (NO COLLECT CALLS) AREA CODE 703 NUMBER 588-2432 EXT.	C. E-MAIL ADDRESS Jennifer.brown4@navy.mil
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### OFFER (Must be fully completed by offeror)

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

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

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	___ CALENDAR DAYS %
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)
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15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	17. SIGNATURE	18. OFFER DATE
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### AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
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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 (4 copies unless otherwise specified)	ITEM
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24. ADMINISTERED BY (If other than Item 7) CODE	25. PAYMENT WILL BE MADE BY CODE
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26. NAME OF CONTRACTING OFFICER (Type or print)	27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	28. AWARD DATE
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IMPORTANT -- Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS UNUSABLE

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

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

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST PLUS FIXED FEE
0001	<p align="center"><b><u>BASE PERIOD</u></b></p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. <b>(Regular Hours Only)</b></p> <p>000101 ACRN AA \$ TBD</p>	\$ TBD	\$ TBD	\$ TBD
0002	<p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. <b>(Overtime Hours Only)</b></p> <p>000201 ACRN AA \$ TBD</p>	\$ TBD	\$ TBD	\$ TBD
0003	<p>Other Direct Costs (Cost Plus G&amp;A)</p> <p>000301 ACRN AA \$ TBD</p>	\$ 150,000.00	\$ 0.00	\$ 150,000.00
0004	<p align="center"><b><u>OPTION I</u></b></p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. <b>(Regular Hours Only)</b></p>	\$ TBD	\$ TBD	\$ TBD
0005	<p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. <b>(Overtime Hours Only)</b></p>	\$ TBD	\$ TBD	\$ TBD
0006	<p>Other Direct Costs (Cost Plus G&amp;A)</p>	\$ 150,000.00	\$ 0.00	\$ 150,000.00

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST PLUS FIXED FEE
0007	<p align="center"><b><u>OPTION II</u></b></p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A.  <b>(Regular Hours Only)</b></p>	\$ TBD	\$ TBD	\$ TBD
0008	<p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A.  <b>(Overtime Hours Only)</b></p>	\$ TBD	\$ TBD	\$ TBD
0009	Other Direct Costs (Cost Plus G&A)	\$ 150,000.00	\$ 0.00	\$ 150,000.00
0010	<p align="center"><b><u>OPTION III</u></b></p> <p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A.  <b>(Regular Hours Only)</b></p>	\$ TBD	\$ TBD	\$ TBD
0011	<p>The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A.  <b>(Overtime Hours Only)</b></p>	\$ TBD	\$ TBD	\$ TBD
0012	Other Direct Costs (Cost Plus G&A)	\$ 150,000.00	\$ 0.00	\$ 150,000.00

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED COST	FIXED FEE	TOTAL ESTIMATED COST PLUS FIXED FEE
0013	<b>OPTION IV</b> The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. <b>(Regular Hours Only)</b>	\$ TBD	\$ TBD	\$ TBD
0014	The Contractor shall furnish the necessary personnel and facilities to conduct the work described in Section C and provide reports and data in accordance with Exhibit A. <b>(Overtime Hours Only)</b>	\$ TBD	\$ TBD	\$ TBD
0015	Other Direct Costs (Cost Plus G&A)	\$ 150,000.00	\$ 0.00	\$ 150,000.00
<b>TOTAL ESTIMATED CONTRACT CONSIDERATION:</b>		<b>\$ TBD</b>	<b>\$ TBD</b>	<b>\$ TBD</b>

TBD = To Be Determined

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

1. The services to be performed hereunder shall be subject to the requirements and standards contained in Exhibit A and the following paragraph(s).
2. The Contractor shall conduct the services under Contract Line Items (CLINs) CLINs 0001, 0002, and 0003, in accordance with Attachment Number 1, Statement of Work entitled "Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)".
3. If exercised, the Contractor shall conduct the services under CLINs 0004, 0005, and 0006, in accordance with Attachment Number 1, Statement of Work entitled "Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)".
4. If exercised, the Contractor shall conduct the services under CLINs 0007, 0008, and 0009 in accordance with Attachment Number 1, Statement of Work entitled "Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)".
5. If exercised, the Contractor shall conduct the research effort under CLINs 0010, 0011, and 0012, in accordance with Attachment Number 1, Statement of Work entitled

"Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)".

6. If exercised, the Contractor shall conduct the services under CLINs 0013, 0014, and 0015 in accordance with Attachment Number 1, Statement of Work entitled "Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)".

#### **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 thirty (30) days after contractual delivery for acceptance.

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

1. The services performed under CLINs 0001, 0002, and 0003 shall be conducted from date of contract award through twelve (12) months thereafter.
2. If exercised, the services performed under CLINs 0004, 0005, and 0006 shall be conducted from the effective date of option exercise through twelve (12) months thereafter.
3. If exercised, the services performed under CLINs 0007, 0008, and 0009 shall be conducted from the effective date of option exercise through twelve (12) months thereafter.
4. If exercised, the services performed under CLINs 0010, 0011, and 0012 shall be conducted from the effective date of option exercise through twelve (12) months thereafter.
5. If exercised, the services performed under CLINs 0013, 0014, and 0015 shall be conducted from the effective date of option exercise through twelve (12) months thereafter.
6. Distribution, consignment and marking instructions for all contract line items shall be in accordance with the following:

Office of Naval Research  
875 North Randolph Street - Suite (To Be Determined At Time of Award)  
Arlington, VA 22203-1995  
Attn: TO Be Determined  
Ref: Contract N00014-XX-C-XXXX (To Be Determined At Time of Award)

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

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

##### **1.1 Submission of Invoices**



## PAYMENT AND INVOICE INSTRUCTIONS (COST TYPE)

All payments shall be made by funds transfers to the bank account registered in the Central Contractor Registration (CCR), <http://www.ccr.gov>. The Awardee agrees to maintain its registration in the CCR including information necessary to facilitate payment via Electronic Funds Transfer (EFT). Should a change in registry or other incident necessitate the payment to an account other than that maintained in CCR, it is the Awardee's responsibility to notify the Administrative Contracting Office (ACO) and obtain a modification to this Award reflecting the change. The Government shall not be held responsible for any misdirection or loss of payment which occurs as the result of an Awardee's failure to maintain correct/current EFT information within its CCR registration.

Wide Area Work Flow (WAWF) has been designated as the Department of Defense standard for electronic invoicing and payment. The Office of Naval Research will utilize the 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. **Payment Requests/Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/Invoices will no longer be accepted for payment.**

It is recommended that all persons designated as CCR Electronic Business (EB) Points of Contact, and anyone responsible for submitting payment requests, 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://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information)). The most useful guides are "Vendor Self Registration/Account Management" and "Cost Voucher".

To comply with the above initiative, the Awardee must register in WAWF and have the appropriate CAGE code activated. Your CCR EB Point of Contact is responsible for activating the CAGE code in WAWF by calling 1-866-618-5988. Once the CAGE Code is activated, the CCR EB Point of Contact will self-register in WAWF (<https://wawf.eb.mil>) and follow the instructions for a group administrator. After the CAGE Code is set-up on WAWF, any additional persons responsible for submitting payment requests must self-register in WAWF.

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 (no dashes), Delivery Order (if applicable) and CAGE Code, and then hit Continue. *(Note - Some codes may automatically pre-populate in WAWF; if they do not, they should be entered manually)*

Enter the Pay DODAAC and hit Submit.

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

Select the "**Cost Voucher**" invoice type within WAWF and hit Continue. This type of invoice fulfills any requirement for submission of the Material Inspection and Receiving Report, DD Form 250. Fill in the additional required information (if it has not been pre-populated) and hit Continue.

Issue Date: [Use the signed date of the award document]

IssueBy DoDAAC: [Use the 6 character "ISSUED BY" CODE on page one of the award document]

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

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) 696-2599]

Service Approver: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document]

LPO DoDAAC: [Use the 6 character "ADMINISTERED BY" CODE on page one of the award document] (**Note - this line is required only when the "PAYMENT WILL BE MADE BY" DODAAC is HQ0251 or begins with an 'N'; otherwise leave blank**)

Fill in all applicable information under each tab within the document. Back up documentation (5MB limit) can be included and attached to the invoice in WAWF under the "Misc Info" 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 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).

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

## **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 Section B, and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds" whichever is applicable.

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

(c) 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 Section B. The total fixed fee billed, shall not exceed the total fixed fee specified in Section B and is subject to the contract clause entitled "Limitation of Cost" or "Limitation of Funds", whichever applies.

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 Section B 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 Section F of this contract. 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.

**1.3 Allotment of Funds** *This paragraph will be filled in at time of award.*

It is hereby understood and agreed that this contract will not exceed a total amount of \$XXX,XXX.00; including an estimated cost of \$XXX,XXX.00 and a fixed fee of \$XXX,XXX.00.

The total amount presently available for payment and allotted to CLIN 0001 of this contract is \$XXX,XXX.00; including an estimated cost of \$XXX,XXX.00 and a fixed fee of \$XXX,XXX.00. It is estimated that the amount allotted of \$XXX,XXX.00 will cover the period from date of award through (insert date).

The total amount presently available for payment and allotted to CLIN 0002 of this contract is \$XXX,XXX.00; including an estimated cost of \$XXX,XXX.00 and a fixed fee of \$XXX,XXX.00. It is estimated that the amount allotted of \$XXX,XXX.00 will cover the period from date of award through (Insert Date).

**1.4 Payment Instructions for Multiple Accounting Classification Citations**

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

Select Appropriate Instructions for This Contract	DFARS PGI Reference	Indicate applicable CLIN(s) or SLIN(s).	Instruction for Use
	252.204-0001 Line Item Specific: Single Funding (SEP 2009)		If there is only one source of funding for the contract line item (i.e., one ACRN)

	252.204-002 Line Item Specific: Sequential ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item (i.e., informational subline items contain separate ACRNs), and the contracting officer intends funds to be liquidated in ACRN order
	252.204-003 Line Item Specific: Contracting Officer Specified ACRN Order (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in a specified ACRN order, insert the following, including the specified order in the instruction
X	252.204-004 Line Item Specific: by Fiscal Year (SEP 2009)		If there is more than one ACRN within a contract line item, [(i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the oldest funds first
	252.204-005 Line Item Specific: by Cancellation Date (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated using the ACRN with the earliest cancellation date first.
	252.204-006 Line Item Specific: Proration (SEP 2009)		If there is more than one ACRN within a contract line item, (i.e. informational sub-line items contain separate ACRNs), and the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN.
<b>If Line Item Specific funding is not appropriate, the contracting officer may select one of the contract wide specific instructions.</b>			
	252.204-007 Contract-wide: Sequential ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in sequential ACRN order
	252.204-008 Contract-wide: Contracting Officer	N/A	If the contracting officer intends the funds to be liquidated in a specified

	Specified ACRN Order (SEP 2009)		ACRN order
	252.204-009 Contract-wide: by Fiscal Year (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated in fiscal year order
	252.204-010 Contract-wide: by Cancellation Date ACRN Order (SEP 2009)	N/A	If the contracting officer intends the funds to be liquidated by cancellation date.
	252.204-011 Contract-wide: Proration (SEP 2009)	N/A	If the contract or order that provides for progress payments based on costs, or if the contracting officer intends the funds to be liquidated in the same proportion as the amount of funding currently unliquidated for each ACRN
	252.204-012 Contract-wide: Other (SEP 2009)	N/A	If none of the standard payment instructions identified above are appropriate, the contracting officer may insert other payment instructions, if they provide a significantly better reflection of how funds will be expended in support of contract performance; and are agreed to by the payment office and the contract administration office.

## 2. **PROCURING OFFICE REPRESENTATIVES**

In order to expedite administration of this contract, the Administrative Contracting Officer should direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 7 on Standard Form 33.

Contract Negotiator - Jennifer Brown, ONR BD251, (703) 588-2432, DSN 426-2432, Email: [jennifer.brown4@navy.mil](mailto:jennifer.brown4@navy.mil)

Inspection and Acceptance - To Be Determined At Time Of Award

Security Matters - Ms. Diana Pacheco, ONR 43, (703) 696-8177, DSN 426-8177

## 3. **TYPE OF CONTRACT**

The anticipated contract type to be awarded under this solicitation is a Cost Plus Fixed Fee Contract.

#### **4. OTHER DIRECT COSTS**

Travel is not required to support this effort. Other direct costs shall include costs for engraving of Government furnished plaques, Local Area Network (LAN) cabling, fabrication and installation of select millwork and associated material costs, installation and hanging of whiteboards and other large wall displays and associated material costs, conference room set ups, preparation of material for disposal, other installation, relocation, and supplemental labor services. Supplemental labor services include additional laborers to assist with large or concurrent relocation projects, LAN cabling, fabrication and installation of select millwork or minor carpentry work, and installation and hanging of wall displays.

#### **5. PLACE OF PERFORMANCE AND FACILITIES, SUPPLIES AND SERVICES**

Work will be performed at the Office of Naval Research located at 875 North Randolph Street, Arlington, Virginia 22203-1995 also known as One Liberty Center (OLC). Up to one (1) person may work at a nearby offsite location within commuting distance of the Office of Naval Research.

Basic facilities such as work space and its associated operating requirements (i.e., phones, desks, and utilities) will be provided while working in Government facilities. The availability of any required computer resources while working in Government facilities should be verified in advanced with the designated Contracting Officer's Representative (COR). Parking facilities are not provided; however, several private (pay) parking facilities are located in the area.

The Office of Naval Research is within walking distance of the Ballston Metro Station. Monthly parking fees or any other type of transportation expenses (metro fare cards) for proposed personnel to commute to and from the place of performance should not be a direct charge to the contract.

#### **6. EQUIPMENT**

With the exception to the basic facility items noted in paragraph 7. above and in accordance with the general guidance in FAR Part 45.102, Contractors are required to furnish all property necessary to perform on Government contracts or orders. Computers should not be proposed as a direct charge under this solicitation. For security purposes, computers may be required to be authorized and approved for use by the Office of Naval Research (ONR).

Contractors may be required to obtain one or more Navy Marine Corps Intranet (NMCI) seats to perform the Statement of Work. During the performance of the Contract, if either party (Government or Contractor) identifies a requirement for the Contractor to obtain a NMCI seat to perform its duties, ONR officials will work with the Contractor to obtain a NMCI seat in a timely manner and, if necessary, will pursue a mutually satisfactory agreement in regards to any formal modifications or changes to the scope, structure or dollar values of the Contract as a result of the emerging NMCI requirements. General information regarding NMCI can be obtained at <http://www.nmci-eds.com/index.asp>.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**1. ONR 5252.222-9709 MINIMUM WAGE RATES (DEC 88)**

Minimum wage rates as determined by the United States Department of Labor shall be applicable to this contract. The Department of Labor wage determination will be provided to the Contractor upon its receipt by the Government.

**2. 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 (30) days in advance ( 45) days if security clearance must be obtained) of any proposed substitution and provide the information required by paragraph (c) below.

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

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

The following are identified as key personnel:

Labor Category	First/M/Last Name

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

The COR for this contract is:

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**Name:** To Be Determined At Time Of Award

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**Code:** To Be Determined At Time Of Award

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**Mailing Address:**

Office of Navy Research

875 North Randolph Street - Suite To Be Determined At Time Of Award

Arlington, VA 22203-1995

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**Telephone No:** To Be Determined At Time of Award

The Alternate COR for this contract is:

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**Name:** To Be Determined At Time Of Award

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**Code:** ONR To Be Determined At Time Of Award

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**Mailing Address:**

Office of Navy Research

875 North Randolph Street - Suite To Be Determined At Time Of Award

Arlington, VA 22203-1995

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**Telephone No:** (703) 696- To Be Determined At Time Of Award

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 to direct the accomplishment of effort which goes beyond the scope of the statement of work in the contract.

When, in the opinion of the contractor, the COR requests effort outside the existing scope of the contract, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor until the contracting officer has issued a modification to the contract 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.

#### **4. 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.

**5. ONR 5252.216-9706 LEVEL OF EFFORT (DEC 88)**

1) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in this contract. The total level of effort for the performance of this contract shall be 120,900 total hours of direct labor (24,180 for the base period and each option period), including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort. A breakdown of labor categories and hours is set forth in Paragraph 11 below.

2) The level of effort for this contract shall be expended at an average rate of 2,015 hours per month for the base period and each option period. It is understood and agreed that the rate of hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total hours of effort prior to the expiration of the term of the contract.

3) The Contractor is required to notify the Contracting Officer when any of the following situations occur or are anticipated to occur: If during any three consecutive months the monthly average is exceeded by 25% or, if at any time it is forecast that during the last three months of the contract less than 50% of the monthly average will be used during any given month; or, when 85% of the total level of effort has been expended.

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

5) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total hours of effort specified in paragraph 1 above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

6) If the total level of effort specified in paragraph 1 above is not provided by the Contractor during the period of this contract, the Contracting Officer shall either (i) reduce the fixed fee of this contract as follows:

Fee Reduction =

$$\text{Fixed Fee} \times \frac{(\text{Required LOE Hours} - \text{Expended LOE Hours})}{\text{Required LOE Hours}}$$

or (ii) subject to the provisions of the clause of this contract entitled "Limitation of Cost", require the Contractor to continue to perform the work until the total number of hours of direct labor specified in paragraph 1 shall have been expended, at no increase in the fixed fee of this contract.

7) In the event the government fails to fully fund the contract in a timely manner, the term of the contract will be extended accordingly with no change to cost or fee. If the government fails to fully fund the contract, the fee will be adjusted in direct proportion to that effort which was performed.

8) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish hours up to five percent in excess of the total hours specified in paragraph 1 above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fixed fee is required, and no adjustment in the fixed fee shall be made provided that the contractor has delivered at least 95% of the level of effort required in paragraph 1 above.

9) It is understood that the mix of labor categories provided by the Contractor under the contract, as well as the distribution of effort among those categories, may vary considerably from the initial mix and distribution of effort that was estimated by the government or proposed by the Contractor.

10) Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Costs" or "Limitation of Funds", either of which clauses as incorporated herein applies to this contract.

11) A breakdown of the total level of effort is as follows:

<b>Labor Category</b>	<b>Hours</b>	<b>Number of People</b>
Program Manager	520 regular	1.0
Duplicating Machine Operator	1,000 regular	0.5
	25 overtime	
Driver Courier	1,000 regular	0.5
	25 overtime	
Supply Room Clerk	2,000 regular	1.0
	300 overtime	
Travel/Relocation Specialist	2,000 regular	1.0
	40 overtime	
Office Manager	2,000 regular	1.0
	40 overtime	
Engineering Technician IV	2,000 regular	1.0
	100 overtime	
Management Analyst	500 regular	1.0
	10 overtime	
Laborer III	2,000 regular	1.0
	200 overtime	
Laborers II	2,000 regular	1.0
	200 overtime	

<b>Labor Category</b>	<b>Hours</b>	<b>Number of People</b>
Classified Document Control Clerk	2,000 regular	1.0
	40 overtime	
Security Specialist	2,000 regular	1.0
	80 overtime	
Mail Clerk	2,000 regular	1.0
	40 overtime	
Administrative Assistant V	2,000 regular	1.0
	60 overtime	
<b>Total Hours</b>	<b>24,180</b>	<b>13.0</b>

NOTE: 2,000 hours are equivalent to one (1) man-year taking into account ten (10) government holidays. The Contractor is required to provide a temporary replacement if an individual will be out of the office for more than one (1) day.

**6. SSP 5252.216-9775 INCREASE IN LEVEL OF EFFORT  
(COST-REIMBURSEMENT) (MAR 1992)**

(a) In addition to any other option rights that may be provided to the Government by this contract, the Government shall have the right, within any given contract period established in Section C of this contract, to increase the level of effort by up to forty percent (40%) of the total level of effort for that period at the same labor mix as proposed in the contract for that period. The Contractor agrees to accept such increase in the level of effort at an increase in the estimated cost and an increase in the fixed fee which are calculated as follows:

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

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

IEC	=	The increase in the estimated cost.
ILOE	=	The increase in the level of effort.
LOE	=	The level of effort contracted for the contract year in which the level of effort is increased.
EC	=	The estimated cost contracted for in the contract year in which the level of effort is increased.
IFF	=	The increase in the fixed fee.
FF	=	The fixed fee contracted for in the contract year in which the level of effort is increased.

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

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

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

**The following Clause will be added when the participation of Subcontractors and/or Consultants has been authorized.**

**7. CONSENT TO SUBCONTRACT AND/OR HIRE CONSULTANTS**

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

Identified Subcontractor	Estimated Hours	Composite Rate	Estimated Cost

Identified Consultant	Estimated Time	Rate Per Day	Estimated Cost

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).

**8. CONFIDENTIALITY OF INFORMATION**

(a) To the extent that the work under this contract requires the contractor to be given access to confidential or proprietary business, technical or financial information belonging to the Government or other parties, the contractor shall after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations however shall not apply to:

- (1) Information which, at the time of receipt by the contractor, is in the public domain;
- (2) Information which is published after receipt thereof by the contractor or otherwise become part of the public domain through no fault of the contractor;
- (3) Information which the contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly or indirectly

from the government or other parties who provided the information to the contractor as the result of the performance of the contract; or

- (4) Information which the contractor can demonstrate was received from a third party who did not require the contractor to hold it in confidence.

(b) The contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he or she will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the contractor's organization directly concerned with the performance of the contract.

## **9. NATIONAL AGENCY CHECKS (NAC)**

The Contractor shall cooperate with government personnel performing National Agency Checks (NACs). All onsite contractor personnel that are not required to possess a security clearance shall be subject to NACs to determine their trustworthiness for unescorted access to restricted and controlled areas of the Office of Naval Research. NACs shall be requested by the ONR Security Division. The results of NACs will be evaluated by 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.

## **10. Nondisplacement of Qualified Workers Under Service Contracts (IAW Executive Order 13495 30 JAN 2009)**

The contractor, and its subcontractors, shall offer those employees employed under the predecessor contract whose employment will be terminated as a result of the award of the successor contract, a right of first refusal of employment under the contract in positions for which they are qualified.

## **11. FAR 52.219-18 Notification of Competition Limited to Eligible 8(a) Concerns**

As prescribed in 19.811-3(d), insert the following clause:

Notification of Competition Limited to Eligible 8(a) Concerns (June 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer—

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d)(1) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(2) The \_\_\_\_\_ [insert name of SBA's contractor] will notify the \_\_\_\_\_ [insert name of contracting agency] Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

Alternate I (Apr 2005). If the competition is to be limited to 8(a) concerns within one or more specific SBA regions or districts, add the following paragraph (a)(3) to paragraph (a) of the clause:

(3) The offeror's approved business plan is on the file and serviced by \_\_\_\_\_ [Contracting Officer completes by inserting the appropriate SBA District and/or Regional Office(s) as identified by the SBA].

Alternate II (Dec 1996). When the acquisition is for a product in a class for which the Small Business Administration has determined that there are no small business manufacturers or processors in the Federal market in accordance with 19.502-2(c), delete paragraph (d)(1).

**12. 252.219-7009 Section 8(a) Direct Award.**

As prescribed in 219.811-3(1), use the following clause:

**SECTION 8(a) DIRECT AWARD (SEP 2007)**

(a) This contract is issued as a direct award between the contracting office and the 8(a) Contractor pursuant to the Partnership Agreement between the Small Business Administration (SBA) and the Department of Defense. Accordingly, the SBA, even if not identified in Section A of this contract, is the prime contractor and retains responsibility for 8(a) certification, for 8(a) eligibility determinations and related issues, and for providing counseling and assistance to the 8(a) Contractor under the 8(a) Program. The cognizant SBA district office is:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



[To be completed by the Contracting Officer  
at the time of award]

(b) The contracting office is responsible for administering the contract and for taking any action on behalf of the Government under the terms and conditions of the contract; provided that the contracting office shall give advance notice to the SBA before it issues a final notice terminating performance, either in whole or in part, under the contract. The contracting office also shall coordinate with the SBA prior to processing any novation agreement. The contracting office may assign contract administration functions to a contract administration office.

(c) The 8(a) Contractor agrees that<sup>3/4</sup>

(1) It will notify the Contracting Officer, simultaneous with its notification to the SBA (as required by SBA's 8(a) regulations at 13 CFR 124.308), when the owner or owners upon whom 8(a) eligibility is based plan to relinquish ownership or control of the concern. Consistent with Section 407 of Pub. L. 100-656, transfer of ownership or control shall result in termination of the contract for convenience, unless the SBA waives the requirement for termination prior to the actual relinquishing of ownership and control; and

(2) It will not subcontract the performance of any of the requirements of this contract without the prior written approval of the SBA and the Contracting Officer.

(End of clause)

**13. 252.219-7010 Alternate A.**

ALTERNATE A (JUN 1998)

As prescribed in 219.811-3(2), substitute the following paragraph (c) for paragraph (c) of the clause at FAR 52.219-18:

(c) Any award resulting from this solicitation will be made directly by the Contracting Officer to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

**14. Contractor Identification**

All Contractors performing under this task order are required to clearly distinguish themselves from Federal employees through identification of their "Support Contractor" status. Identification includes, but is not limited to, the following: distinct badges; distinct office name plates and marking of office space; identification of "Support Contractor" in e-mail signature blocks, in voicemail greetings, when using Government letterhead and fax cover sheets, and on business cards. Letterhead, fax cover sheets, and business cards may include the "Office of Naval Research" name but shall not include the Office of Naval Research logo or any related graphic."

**THE FOLLOWING CLAUSES APPLY TO COST PLUS FIXED FEE AWARDS:**

**SECTION I - CONTRACT CLAUSES**

**(August 27, 2010)**

**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 \$25,000
- ^ Applies when contract action exceeds \$30,000
- \*\* 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 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (JUL 2010)
^ FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Sep 2006)
+ FAR 52.209-7	Information Regarding Responsibility Matters (APR 2010)
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 52.215-23	Limitations on Pass-Through Charges (OCT 2009)
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 (APR 2010)
FAR 52.245-1	Government Property (AUG 2010)
FAR 52.245-9	Use and Charges (AUG 2010)
** 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 (AUG 2010)
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)
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** 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 (MAY 2010)
DFARS 252.204-7008	Export-Controlled Items (APR 2010)
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 252.225-7004	Reporting of Contract Performance Outside the United States and Canada-Submission After Award(MAY 2007)
** DFARS 252.225-7012	Preference for Certain Domestic Commodities (JUN 2010)
** 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) ( <b>Use in solicitations and contracts for supplies or services exceeding \$500,000 in value.</b> )
DFARS 252.227-7013	Rights in Technical Data - Noncommercial Items (NOV 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 (APR 2010) (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 (JUN 2010) (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 (JUL 2010) (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.)
	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)
	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)
	FAR 52.217-9	Option to Extend the Term of the Contract (MAR 2000) (In first blank of paragraph (a))[insert the period of

		performance], in second blank of paragraph (a) [insert 1 day], and in paragraph (c), insert [(months)(years)] (Applicable if contract contains line item(s) for option(s)) (Complete the spaces in brackets)
	FAR 52.219-3	Notice of Total HUBZone Set-Aside (JAN 1999)
X	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)
	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)
	FAR 52.219-16	Liquidated Damages- Subcontracting Plan (JAN 1999)(Use in all solicitations and contracts containing the clause at 52.219-9)( <b>Note: do not use</b> 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 is for the manufacture or furnishing of 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)
	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)
	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))
	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)
	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.)
X	FAR 52.245-2	Government Property Installation Operation Services (AUG 2010) (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 252.205-7000	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)
	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)
	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)
	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 252.222-7006	Restriction on the Use of Mandatory Arbitration Agreements (MAY 2010)(Use in all solicitations and contracts valued in excess of \$1million utilizing funds appropriated or otherwise made available by the FY10 Defense Appropriations Act)
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)
	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 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)

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)

**(D) DFARS 252.222-7999 Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (FEB 2010)**

**Additional Requirements and Responsibilities Restricting the Use of Mandatory Arbitration Agreements (FEB 2010) (DEVIATION)**

(a) *Definitions.*

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and uses Fiscal Year 2010 funds.

(b) The Contractor-

(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising *out* of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration any claim under title VII of the Civil Rights Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interests of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

**(E) 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)**

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

"Act" means the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*).

"Contractor" when this clause is used in any subcontract, shall be deemed to refer to the subcontractor, except in the term "Government Prime Contractor."

"Service employee" means any person engaged in the performance of this contract other than any person employed in a bona fide executive, administrative, or professional capacity, as these terms are defined in Part 541 of Title 29, Code of Federal Regulations, as revised. It includes all such persons regardless of any contractual relationship that may be alleged to exist between a Contractor or subcontractor and such persons.

(b) *Applicability.* This contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (29 CFR Part 4). This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. 356, as interpreted in Subpart C of 29 CFR Part 4.

(c) *Compensation.*

(1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor, or authorized representative, as specified in any wage determination attached to this contract.

(2)

(i) If a wage determination is attached to this contract, the Contractor shall classify any class of service employee which is not listed therein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph (c).

(ii) This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee. The Contractor shall submit Standard Form (SF) 1444, Request For Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the

agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary.

(iii) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contractor with a written copy of such determination or it shall be posted as a part of the wage determination.

(iv)

(A) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed.

(B) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds a contract under which the classification in question was previously conformed pursuant to paragraph (c) of this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (i.e., adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in subdivision (c)(2)(ii) of this clause need not be followed.

(C) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended.

(v) The wage rate and fringe benefits finally determined under this subparagraph (c)(2) of this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties and/or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract.

(vi) Upon discovery of failure to comply with subparagraph (c)(2) of this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.

(3) *Adjustment of compensation.* If the term of this contract is more than 1 year, the minimum monetary wages and fringe benefits required to be paid or furnished thereunder to service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by the Wage and Hour Division.

(d) *Obligation to furnish fringe benefits.* The Contractor or subcontractor may discharge the obligation to furnish fringe benefits specified in the attachment or determined under subparagraph (c)(2) of this clause by furnishing equivalent combinations of bona fide fringe benefits, or by making equivalent or differential cash payments, only in accordance with Subpart D of 29 CFR Part 4.

(e) *Minimum wage.* In the absence of a minimum wage attachment for this contract, neither the Contractor nor any subcontractor under this contract shall pay any person performing work under this contract (regardless of whether the person is a service employee) less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938. Nothing in this clause shall relieve the Contractor or any subcontractor of any other obligation under law or contract for payment of a higher wage to any employee.

(f) *Successor contracts.* If this contract succeeds a contract subject to the Act under which substantially the same services were furnished in the same locality and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, in the absence of the minimum wage attachment for this contract setting forth such collectively bargained wage rates and fringe benefits, neither the Contractor nor any subcontractor under this contract shall pay any service employee performing any of the contract work (regardless of whether or not such employee was employed under the predecessor contract), less than the wages and fringe benefits provided for in such collective bargaining agreement, to which such employee would have been entitled if employed under the predecessor contract, including accrued wages and fringe benefits and any prospective increases in wages and fringe benefits provided for under such agreement. No Contractor or subcontractor under this contract may be relieved of the foregoing obligation unless the limitations of 29 CFR 4.1b(b) apply or unless the Secretary of Labor or the Secretary's authorized representative finds, after a hearing as provided in 29 CFR 4.10 that the wages and/or fringe benefits provided for in such agreement are substantially at variance with those which prevail for services of a character similar in the locality, or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and/or 4.11 and Parts 6 and 8 that some or all of the wages and/or fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and/or that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Administrative Review Board, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.

(g) *Notification to employees.* The Contractor and any subcontractor under this contract shall notify each service employee commencing work on this contract of the minimum monetary wage and any fringe benefits required to be paid pursuant to this contract, or shall post the wage determination attached to this contract. The poster provided by the Department of Labor (Publication WH 1313) shall be posted in a prominent and accessible place at the worksite. Failure to comply with this requirement is a violation of section 2(a)(4) of the Act and of this contract.

(h) *Safe and sanitary working conditions.* The Contractor or subcontractor shall not permit any part of the services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor or subcontractor which are unsanitary, hazardous, or dangerous to the health or safety of the service employees. The Contractor or subcontractor shall comply with the safety and health standards applied under 29 CFR Part 1925.

(i) *Records.*

(1) The Contractor and each subcontractor performing work subject to the Act shall make and maintain for 3 years from the completion of the work, and make them available for inspection and transcription by authorized representatives of the Wage and Hour Division, Employment Standards Administration, a record of the following:

(i) For each employee subject to the Act --

(A) Name and address and social security number;

(B) Correct work classification or classifications, rate or rates of monetary wages paid and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;

(C) Daily and weekly hours worked by each employee; and

(D) Any deductions, rebates, or refunds from the total daily or weekly compensation of each employee.

(ii) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by the Administrator or authorized representative under the terms of paragraph (c) of this clause. A copy of the report required by subdivision (c)(2)(ii) of this clause will fulfill this requirement.

(iii) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by paragraph (n) of this clause.

(2) The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases.

(4) The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(j) *Pay periods.* The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR Part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.

(k) *Withholding of payments and termination of contract.* The Contracting Officer shall withhold or cause to be withheld from the Government Prime Contractor under this or any other Government contract with the Prime Contractor such sums as an appropriate official of the Department of Labor requests or such sums as the Contracting Officer decides may be necessary to pay underpaid employees employed by the Contractor or subcontractor. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

(l) *Subcontracts.* The Contractor agrees to insert this clause in all subcontracts subject to the Act.

(m) *Collective bargaining agreements applicable to service employees.* If wages to be paid or fringe benefits to be furnished any service employees employed by the Government Prime Contractor or any subcontractor under the contract are provided for in a collective bargaining agreement which is or will be effective during any period in which the contract is being performed, the Government Prime Contractor shall report such fact to the Contracting Officer, together with full information as to the application and accrual of such wages and fringe benefits, including any prospective increases, to service employees engaged in work on the contract, and a copy of the collective bargaining agreement. Such report shall be made upon commencing performance of the contract, in the case of collective bargaining agreements effective at such time, and in the case of such agreements or provisions or amendments thereof effective at a later time during the period of contract performance such agreements shall be reported promptly after negotiation thereof.

(n) *Seniority list.* Not less than 10 days prior to completion of any contract being performed at a Federal facility where service employees may be retained in the performance of the succeeding contract and subject to a wage determination which contains vacation or other benefit provisions based upon length of service with a Contractor (predecessor) or successor (29 CFR 4.173), the incumbent Prime Contractor shall furnish the Contracting Officer a certified list of the names of all service employees on the Contractor's or subcontractor's payroll during the last month of contract performance. Such list shall also contain anniversary dates of employment on the contract either with the current or predecessor Contractors of each such service employee. The Contracting Officer shall turn over such list to the successor Contractor at the commencement of the succeeding contract.

(o) *Rulings and interpretations.* Rulings and interpretations of the Act are contained in Regulations, 29 CFR Part 4.

(p) *Contractor's certification.*

(1) By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed under section 5 of the Act.

(2) No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract under section 5 of the Act.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.



(q) *Variations, tolerances, and exemptions involving employment.* Notwithstanding any of the provisions in paragraphs (b) through (o) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions, which the Secretary of Labor, pursuant to section 4(b) of the Act prior to its amendment by Pub.L.92-473, found to be necessary and proper in the public interest or to avoid serious impairment of the conduct of Government business:

(1) Apprentices, student-learners, and workers whose earning capacity is impaired by age, physical or mental deficiency, or injury may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1) of the Act without diminishing any fringe benefits or cash payments in lieu thereof required under section 2(a)(2) of the Act, in accordance with the conditions and procedures prescribed for the employment of apprentices, student-learners, handicapped persons, and handicapped clients of sheltered workshops under section 14 of the Fair Labor Standards Act of 1938, in the regulations issued by the Administrator (29 CFR Parts 520, 521, 524, and 525).

(2) The Administrator will issue certificates under the Act for the employment of apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages (but without changing requirements concerning fringe benefits or supplementary cash payments in lieu thereof), applying procedures prescribed by the applicable regulations issued under the Fair Labor Standards Act of 1938 (29 CFR Parts 520, 521, 524, and 525).

(3) The Administrator will also withdraw, annul, or cancel such certificates in accordance with the regulations in 29 CFR Parts 525 and 528.

(r) *Apprentices.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform when they are employed and individually registered in a bona fide apprenticeship program registered with a State Apprenticeship Agency which is recognized by the U.S. Department of Labor, or if no such recognized agency exists in a State, under a program registered with the Office of Apprenticeship Training, Employer, and Labor Services (OATELS), U.S. Department of Labor. Any employee who is not registered as an apprentice in an approved program shall be paid the wage rate and fringe benefits contained in the applicable wage determination for the journeyman classification of work actually performed. The wage rates paid apprentices shall not be less than the wage rate for their level of progress set forth in the registered program, expressed as the appropriate percentage of the journeyman's rate contained in the applicable wage determination. The allowable ratio of apprentices to journeymen employed on the contract work in any craft classification shall not be greater than the ratio permitted to the Contractor as to his entire work force under the registered program.

(s) *Tips.* An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips may have the amount of these tips credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with section 3(m) of the Fair Labor Standards Act and Regulations, 29 CFR Part 531. However, the amount of credit shall not exceed \$1.34 per hour beginning January 1, 1981. To use this provision --

(1) The employer must inform tipped employees about this tip credit allowance before the credit is utilized;

(2) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received);



(3) The employer must be able to show by records that the employee receives at least the applicable Service Contract Act minimum wage through the combination of direct wages and tip credit; and

(4) The use of such tip credit must have been permitted under any predecessor collective bargaining agreement applicable by virtue of section 4(c) of the Act.

(t) *Disputes concerning labor standards.* The U.S. Department of Labor has set forth in 29 CFR Parts 4, 6, and 8 procedures for resolving disputes concerning labor standards requirements. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**(F) 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage -- Fringe Benefits</b>

## **SECTION J - LIST OF ATTACHMENTS**

- 1) EXHIBIT A, entitled "Contract Data Requirements List" (DD Form 1423) – 2 pages, with Enclosure Number 1 entitled "Distribution List for Reports" – 2 pages, and Standard Form 298 – 1 page.
- 2) Attachment Number 1, Statement of Work entitled "Support Services for the Office of Naval Research for the Corporate Logistics Department (BD04)", 11 pages.
- 3) Attachment Number 2, entitled, "Report Format," – XX pages. (Will be attached at time of award.)
- 4) Attachment Number 3, entitled, "Department of Defense Contract Security Classification Specification," – 2 pages.
- 5) Attachment Number 4, entitled, "Non-Disclosure Agreement" - 2 pages.
- 6) Attachment Number 5, entitled, "Cost Proposal Format" – 5 pages.
- 7) Attachment Number 6, entitled "Financial Accounting Data (FAD) Sheet", X pages. (Will be attached at time of award.)
- 8) Attachment Number 7, entitled "Wage Determination Number 05-2103, Revision Number 10, 23 pages.

**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 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. [*Contracting Officer check appropriate box.*]

**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.

(End of Provision)

**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 a Cost Plus Fixed Fee completion contract as a result of this solicitation.

**L.8. ACCOUNTING SYSTEM REQUIREMENTS**

In accordance with FAR 16.301-3(a), a cost-reimbursement contract may be used only when the contractor's accounting system is adequate for determining costs applicable to the contract. The Contractor's accounting system must be determined "adequate" for cost-reimbursement contracts by the Defense Contract Audit Agency (DCAA) or alternate federal agency prior to contract award.

**L.9. 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.10. 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.11. 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.12. FAR 52.233-2 SERVICE OF PROTEST (SEP 2006)**

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from \_\_\_\_\_ . *[Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]*

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

**L.13. 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.14. GOVERNMENT-FURNISHED PROPERTY**

Not applicable.

#### **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**

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

(2) 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.

(3) Original and Four (4) 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.

(4) Format: Both volumes shall be on 8 ½" x 11" pages using 1 inch margins, single line spacing, and Arial 12-point font with the exception of charts and graphs, which must be in 10-point font or larger.

(5) Length:

(a) The length of Volume I, Technical Proposal, shall not exceed fifty (50) single-sided pages. Resumes are excluded from the page limitation. No cost information shall be included in the Technical Proposal.

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

(6) Classified proposals will not be accepted.

(7) No faxed or e-mailed proposals will be accepted.

(8) No video or audiotapes will be considered in the review process.

(9) The Government may use selected support contractor personnel to assist in providing both technical expertise and administrative support regarding any submitted proposals. These support contractors will be bound by appropriate non-disclosure agreements to protect proprietary and source-selection information.

(10) 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 Number: N00014-10-R-0004

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

Attn: Ms. Jennifer Brown, ONR BD251

**L.17. INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS  
(VOLUME I)**

**(A) General**

1. The Offeror should closely read the evaluation criteria set forth in the RFP prior to preparation of the Technical proposal. The emphasis placed on any element of the technical proposal may affect evaluation of an offeror's proposal upon application of the criteria specified in Section M.

2. Offeror shall provide a table listing each evaluation criterion and the proposal pages that address each criterion.

3. 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.

4. The Offeror's Technical proposal should include a cover page. This cover page must include the words "Volume I - Technical Proposal" and the following:

- a) RFP Number N00014-10-R-0004;
- b) Title of Proposal;
- c) Identity the prime Offeror and complete list of subcontractors, if applicable;
- d) Technical Point of Contact (name, address, phone/fax, electronic mail address)
- e) Administrative/Business Point of Contact (name, address, phone/fax, electronic mail address);
- f) Proposal Date; and
- g) Signature from authorized organization representative.

5. The technical proposal should contain the following elements, which are discussed more fully in subsequent paragraphs (All elements are included in the fifty (50) page limitation with the exception of Resumes.

- a. Personnel Qualifications;
- b. Management Plan and Technical Approach; and
- c. Corporate Experience and Past Performance on Similar Contracts.

**(B) Technical Proposal Elements**

**1. Personnel Qualifications**

This section of the technical proposal should include the Offeror's understanding of the personnel requirements, resumes of proposed personnel, and the amount of proposed hours for personnel.

For all key members, including but not limited to the Program Manager, provide names, titles, and a paragraph describing area of expertise/relevant experience, qualifications, and capabilities along with roles and responsibilities for the proposed project. If sub-contracting significant elements of the proposed work, identify companies by name, the company area(s) of responsibility with respect to this project, the names and titles of key individuals, along with their area(s) of expertise



(if different than title) and the individuals' roles and responsibilities for this proposed effort. The offeror should be sure to include previous experience. Any previous experience is desirable and should be explained.

The Offeror shall identify all proposed personnel who are not currently employees of the Offeror or proposed subcontractor. The Offeror shall also provide a statement signed by each person indicating his/her commitment to be hired if the Contract is awarded to the Offeror, and specifying compensation.

## **2. Management Plan and Technical Approach**

In this section of the technical proposal, Offerors must describe their management plan and technical approach for satisfying the requirements of the Statement of Work in terms of understanding the technical management and business processes of the Office of Naval Research, the application of relevant methods and tools, and the ability to manage workload and be responsive to emerging and/or new requirements while assuring timely delivery of quality services.

The Offeror's management plan and technical approach should also include the following: The Offeror's understanding of and approach to the requirement. The Offeror should describe specifically how the work activities required to complete the tasks in the Statement of Work will be done. The Offeror should explain how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

## **3. Corporate Experience and Past Performance on Similar Contracts**

In this section of the technical proposal, the Offeror should include information relative to previous efforts for the same or similar services provided in the past to include contract numbers and Government points of contact where applicable.

The offer shall identify a total of three (3) current or recently completed (past three (3) years) contract references performed by the prime or by its subcontractor.

The Government may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient, and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; (5) that the Offeror was able to hire and retain qualified personnel to the satisfaction of the customer; and (6) if given a chance, whether they would select the same Contractor or a different Contractor. The Government may also use other information available from Federal, State and local Government agencies, Better Business Bureaus, published media, and electronic databases to evaluate an Offeror's past performance. Contractor Performance Assessment Reports (CPARs) or other past performance assessment tools may be used. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those

provided by the Offeror. The Government will consider the currency and relevance of the information, the source of the information, the context of the data, and general trends in the contractor's performance. The Government will also consider the Offeror's record of compliance with Federal, State, and local laws, and regulations, and DoD and Navy instructions and guidance. The Government will consider past performance information regarding predecessor companies, key personnel who have relevant experience and subcontractors that will perform major or critical aspects of the Statement of Work. In the case of an offer or without a record of relevant past performance or for whom no information on past performance is available, the Offeror will not be evaluated either favorably or unfavorably on past performance.

**L.18. INSTRUCTIONS FOR THE PREPARATION OF COST PROPOSALS  
(VOLUME II)**

(A) General

Volume II should contain the cost information which is discussed more fully in the subsequent paragraphs.

The Contractor shall submit a cost proposal that itemizes the following proposed costs (as applicable): direct labor (including each labor category with associated proposed hours and hourly rate), fringe benefits, labor overhead, consultants, subcontracts, consultant/subcontractor handling charges, G&A, cost of money, fixed fee, and any other relevant cost categories. The Offeror should also include the amounts set forth in the "Other Direct Costs" section of the solicitation as part of its proposed costs. The base calculation and rates must be provided for all indirect cost items. Subcontract cost information shall be submitted and should contain the same type of details described above for the prime. Subcontract costs information must be provided either with the proposal or submitted separately to the Contract Specialist before the solicitation due date and time. Contractors are strongly encouraged to utilize the Cost Proposal Format (Attachment 6) for cost proposal submissions.

The Government's estimate for Other Direct Costs (ODCs), including engraving of Government furnished plaques; and installation, relocation, and supplemental labor services is \$150,000.00 per year. Offerors may depend upon these estimates and burden them with their DCAA approved indirect rates. No detailed justification is required for the Government Estimate ODC amounts. If an Offeror chooses to increase an amount, the Offeror must provide the basis/detail for the increase. This estimate must be included in Section B of the offer.

If available and applicable, the Contractor should provide its Defense Contract Audit Agency (DCAA) Branch Office for their company, point of contact, including the Branch Office name, auditor name, telephone number, and e-mail address.

Each subcontractor shall be addressed separately in the proposal and detailed cost information shall be provided in the same format as required for the prime contractor. Cost data provided separately by the subcontractor must be received by the time and date specified for receipt of proposals. Subcontractors are required to provide the DCAA Branch Office for their company, with the name, telephone number, and e-mail address of a DCAA point of contact who is familiar with their company. In no previous review has been

conducted, the Government will perform an alternate analytical approach to evaluate the reasonableness of the proposed cost.

The Contractor should have an adequate accounting system as determined by the Defense Contract Audit Agency (DCAA) or any other Federal Agency for accumulating, reporting, and billing costs under Government contracts prior to contract award. The Contractor shall identify the status of its accounting system in its cost proposal submission.

(B) Cost Proposal Element

The cost proposal shall be accompanied by a fully executed copy of the solicitation and any amendments (if issued) bearing original, authorized signatures (Cover Pages Only). There is no restriction on the length of this volume. Under this section, the offeror shall submit a Cost Plus Fixed Fee (CPFF) Cost Proposal that relates to the entire Statement of Work.

**L.18. INQUIRIES CONCERNING THE RFP**

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

**L.19. BID AND PROPOSAL COSTS**

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

**SECTION M - EVALUATION FACTORS FOR AWARD**

This is a 100% 8(A) set-aside and the prime Contractor's employees shall perform at least 51% of the cost of the contract performance incurred for personnel. Proposals from other contractors will not be considered.

**M.1. EVALUATION CRITERIA**

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 other factors considered. Proposals will be evaluated in accordance with the following criteria:

Technical Factors: Personnel Qualifications, Management Plan and Technical Approach, Corporate Experience and Past Performance on Similar Contracts.

The three (3) technical evaluation factors mentioned above are of equal importance to one another. The Technical Factors as a whole are weighted equally with the Non-Technical Factor.

Non-Technical Factor: Cost.

### **M.1.1 TECHNICAL FACTORS**

#### **A. PERSONNEL QUALIFICATIONS**

1. Personnel Qualifications will be evaluated based on the extent the resumes provided in the technical proposal reflect staff knowledge, skills, and experience necessary to successfully support the Office of Naval Research (ONR) Corporate Logistics Department (BD04) in a wide range of duplicating/copier services; courier/messenger delivery services and pick-up of material and supplies; supply room ordering, issuance, receiving, and inventory services; assisting ONR personnel with relocation and travel services; office administrative support services; engineering technical services; management analysis services; preparing policy documents and associated correspondence; labor services; receiving, logging, tracking and storage of classified documents; and receiving, screening, and internal delivery of mail. Proposals that can demonstrate variety and completeness of staff knowledge, skills, and experience that cover the broad range of tasks and technologies under this effort will be rated more highly.
2. The Offeror shall be evaluated on the quality of personnel proposed for performance under this contract. The Offeror shall be evaluated on how well proposed personnel meet or exceed the Government's experience qualifications for performing the tasks specified in the Statement of Work of the solicitation. All personnel, whether prime or subcontractor, must indicate whether they are currently employed by the Offeror, or a subcontractor of the Offeror. Resumes of any personnel not currently employed by the Offeror, or a subcontractor of the Offeror, must contain a statement signed by the individual that use of their resume for this solicitation is authorized. Lack of an employee resume or lack of a resume with a signed statement by a non-employee will result in a lower evaluation under this factor.
3. Personnel Qualifications will also be evaluated based on the extent of knowledge of recent and relevant programs and practices within the Department of Defense (DoD), other federal agencies, and the private sector.

#### **B. MANAGEMENT PLAN AND TECHNICAL APPROACH**

The Offeror will be evaluated on how clearly it describes its management plan and technical approach for satisfying the requirements of the Statement of Work in terms of understanding the technical management and business processes of the Office of Naval Research, the application of relevant methods and tools, and the ability to manage workload and be responsive to emerging and/or new requirements while assuring timely delivery of quality services.

Additionally, the Offeror will be evaluated on its understanding of and approach to the requirement; how it describes specifically the work activities required to complete the tasks in the Statement of Work; how technical objectives, tasks and deadlines will be determined; how staff responsibilities will be assigned; whether and to what degree consultants and/or subcontractors will be utilized; how the quality and timeliness of work performance will be supervised and controlled; how the Offeror will coordinate with the program office; how a surge capacity will be maintained to meet unanticipated requirements; and how administrative tasks such as travel, security and resource requests will be handled.

#### **C. CORPORATE EXPERIENCE AND PAST PERFORMANCE ON SIMILAR CONTRACTS**

The important elements of corporate experience and past performance on similar contracts are the contractor's record of conforming to specifications and to standards of good workmanship, including timeliness of performance, record of cost containment, history of reasonable and cooperative behavior, and commitment to customer satisfaction. The evaluation will be based on the information provided by the Offeror and other available sources. Offerors that have no relevant performance history, or for which past performance information is not available, will not be evaluated favorably or unfavorably on past performance.

The Government may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient, and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during contract performance; (4) that the Offeror was committed to customer satisfaction; (5) that the Offeror was able to hire and retain qualified personnel to the satisfaction of the customer; and (6) if given a chance, whether they would select the same Contractor or a different Contractor. The Government may also use other information available from Federal, State, and Local Government agencies, Better Business Bureaus, published media, and electronic databases to evaluate an Offeror's past performance. Contractor Performance Assessment Reports (CPARSs) or other past performance assessment tools may be used. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the Offeror. The Government will consider the currency and relevance of the information, the source of the information, the context of the data, and general trends in the Contractor's performance. The Government will also consider the Offeror's record of compliance with Federal, State, and Local laws and regulations, and DoD and Navy instructions and guidance. The Government will consider past performance information from predecessor companies, key personnel who have relevant experience and subcontractors that will perform critical aspects of the Statement of Work.

#### **M.1.2 NON-TECHNICAL FACTOR**

(1) The Rate Structure Section will be evaluated based on the reasonableness and realism of the proposed labor categories, hourly rates, and indirect rates.

(2) 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 indicate whether the offeror understands the nature and scope of work to be performed.

#### **M.2 BASIS FOR AWARD**

Best Value -

In order to select the successful Offeror, the Government will compare Offeror proposals. The comparison will trade off differences in technical merit based on the non-cost factors and Total Evaluated Cost (TEC). If one Offeror has both the better technical merit or capability and the lower TEC, then that Offeror will be the better value. If one Offeror has the better technical merit or capability and a higher TEC, the Government will decide whether the difference in technical merit/capability is worth the difference in TEC. If it is

determined that the difference in technical merit/capability is worth the difference in TEC, then the more capable, higher-priced Offeror will be the better value. If not, then the less capable, lower-priced Offeror will be the better value. Best value analysis will not be performed for any Offerors who are unacceptable or unsatisfactory in any factor or sub-factor and award will not be made to any Offeror who is unacceptable or unsatisfactory in any factor or Sub-factor.

# CONTRACT DATA REQUIREMENTS LIST

(2 Data Items)

Form Approved  
OMB No. 0704-0188

The public reporting burden for this collection of information is estimated to average 110 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing the burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0701-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. Please DO NOT RETURN your form to the above address. Send completed form to the Government Issuing Contracting Officer for the Contract/PR No. Listed in Block E.

<b>A. CONTRACT LINE ITEM NO.</b> 0001&0002 (All CLINS if exercised)	<b>B. EXHIBIT</b> A	<b>C. CATEGORY</b> TDP _____ TM _____ OTHER <input checked="" type="checkbox"/>
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<b>D. SYSTEM/ITEM</b>	<b>E. CONTRACT/PR NO.</b>	<b>F. CONTRACTOR</b>
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<b>1. DATA ITEM NO.</b> A001	<b>2. TITLE OF DATA ITEM</b> Bi-Weekly Activity Report	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b> See Section C	<b>6. REQUIRING OFFICE</b> See Section F
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<b>7. DD 250 REQ NO</b> NO	<b>9. DIST STATEMENT REQUIRED</b> See Block 16	<b>10. FREQUENCY</b> BI-WE	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A	<b>11. AS OF DATE</b> See Block 16	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16	<b>15. TOTAL</b>				<b>b. COPIES</b>
<b>16. REMARKS</b>				See Enclosure #1	Draft	<b>Final</b>	
						Reg	Repro

**16. REMARKS**

Must include contract number, project title, total contract amount, costs incurred during the performance period, costs incurred to date (including cost charged per individual), estimate to complete, schedule of deliveries or milestones, actual dates of delivery or completion of milestone, brief summary of progress and major accomplishments, explanation of any anticipated problems and actions being take to correct problems.

Block 9: Distribution Statement C. Distribution authorized to U.S. Government Agencies and their contractors. Other requests for this document shall be referred to the Program Officer listed in the contract.

Block 11: Contract/delivery order award.

Block 12: Due the 15<sup>th</sup> of the following month after contract award

Block 13: 15<sup>th</sup> and 30<sup>th</sup> of each month.

<b>1. DATA ITEM NO.</b> A002	<b>2. TITLE OF DATA ITEM</b> Annual Summary Report	<b>3. SUBTITLE</b>
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<b>4. AUTHORITY (Data Acquisition Document No.)</b>	<b>5. CONTRACT REFERENCE</b> See Section C	<b>6. REQUIRING OFFICE</b> See Section F
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<b>7. DD 250 REQ</b> DD	<b>9. DIST STATEMENT REQUIRED</b> See Block 16	<b>10. FREQUENCY</b> ANNNLY	<b>12. DATE OF FIRST SUBMISSION</b> See Block 16	<b>14. DISTRIBUTION</b>			
<b>8. APP CODE</b> N/A	<b>11. AS OF DATE</b> See Block 16.	<b>13. DATE OF SUBSEQUENT SUBMISSION</b> See Block 16	<b>15. TOTAL</b>				<b>b. COPIES</b>
<b>16. REMARKS</b>				See Enclosure #1	Draft	<b>Final</b>	
						Reg	Repro

**16. REMARKS**

Inspection and acceptance is required by the Program Officer. The type of voucher in WAWF specified in Section G will be used as a Material Inspection and Receiving Report in lieu of a DD Form 250. Information copies shall be sent to the appropriate parties in accordance with Enclosure Number 1. This report shall include a description of all tasks performed, accomplishments of the program, make recommendations for future technology or research, and contain a breakdown of all contract costs.

Block 9: Distribution Statement C. Distribution authorized to U.S. Government Agencies and their contractors. Other requests for this document shall be referred to the Program Officer in the contract.

Block 11: Contract/delivery order award

Block 12: Due 12 months after contract award.

Block 13: Due every 12 months

<b>G. PREPARED BY</b> (Project Officer)	<b>H. DATE</b> (fill-in)	<b>I. APPROVED BY</b>	<b>J. DATE</b>
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<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

<b>17. PRICE GROUP</b>
<b>18. ESTIMATED TOTAL PRICE</b>

**ENCLOSURE NUMBER 1  
CONTRACT DATA REQUIREMENTS LIST  
INSTRUCTIONS FOR DISTRIBUTION**

**DISTRIBUTION OF PROGRESS REPORTS AND ANNUAL REPORTS, which are NOT,  
Technical Reports**

The minimum distribution for reports that are not technical reports is as follows:

ADDRESSEE	DODAAC CODE	NUMBER OF COPIES	
		UNCLASSIFIED / UNLIMITED	UNCLASSIFIED/LIMITED AND CLASSIFIED
Program Officer: ONR Code E-Mail: Office of Naval Research 875 North Randolph St. Arlington, VA 22203-1995	N00014	1	1
Administrative Contracting Officer*		1	1

\*Send only a copy of the transmittal letter to the Administrative Contracting Officer; do not send actual reports to the Administrative Contracting Officer.



# REPORT DOCUMENTATION PAGE

Form Approved  
OMB No. 0704-0188

Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing this collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports (0704-0188), 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302. Respondents should be aware that notwithstanding any other provision of law, no person shall be subject to any penalty for failing to comply with a collection of information if it does not display a currently valid OMB control number. **PLEASE DO NOT RETURN YOUR FORM TO THE ABOVE ADDRESS.**

<b>1. REPORT DATE (DD-MM-YYYY)</b>		<b>2. REPORT TYPE</b>	<b>3. DATES COVERED (From - To)</b>		
<b>4. TITLE AND SUBTITLE</b>			<b>5a. CONTRACT NUMBER</b>		
			<b>5b. GRANT NUMBER</b>		
			<b>5c. PROGRAM ELEMENT NUMBER</b>		
<b>6. AUTHOR(S)</b>			<b>5d. PROJECT NUMBER</b>		
			<b>5e. TASK NUMBER</b>		
			<b>5f. WORK UNIT NUMBER</b>		
<b>7. PERFORMING ORGANIZATION NAME(S) AND ADDRESS(ES) AND ADDRESS(ES)</b>			<b>8. PERFORMING ORGANIZATION REPORT NUMBER</b>		
<b>9. SPONSORING / MONITORING AGENCY NAME(S) AND ADDRESS(ES)</b>			<b>10. SPONSOR/MONITOR'S ACRONYM(S)</b>		
			<b>11. SPONSOR/MONITOR'S REPORT NUMBER(S)</b>		
<b>12. DISTRIBUTION / AVAILABILITY STATEMENT</b>					
<b>13. SUPPLEMENTARY NOTES</b>					
<b>14. ABSTRACT</b>					
<b>15. SUBJECT TERMS</b>					
<b>16. SECURITY CLASSIFICATION OF:</b>			<b>17. LIMITATION OF ABSTRACT</b>	<b>18. NUMBER OF PAGES</b>	<b>19a. NAME OF RESPONSIBLE PERSON</b>
<b>a. REPORT</b>	<b>b. ABSTRACT</b>	<b>c. THIS PAGE</b>			<b>19b. TELEPHONE NUMBER (include area code)</b>

## STATEMENT OF WORK

### Support Service for the Office of Naval Research for the Corporate Logistics Department (BD04)

#### 1.0 **Background**

The Corporate Logistics Department (BD04) is responsible for delivering a range of management, administrative, logistical, infrastructure, and systems support services and resources to headquarters and field offices in a timely, efficient and effective manner. The Office of Naval Research (ONR) claimant management responsibilities include, but are not limited to, shore facilities, environmental management, Navy Occupational Safety and Health, Management Control, Government Travel Card Program, and administrative programs of the Navy and Department of Defense (DoD). Functions in support of ONR headquarters and its field offices include, but are not limited to, space & facilities management; property, supply, safety, transportation, travel services, and records management; mail; correspondence control; policy and directives; organization; administration; security; management control; and applicable Navy or DoD administrative programs. The environment is one of a highly visible, world class Science and Technology organization that is an Echelon One Navy Command.

The applicable documents that the performing contract must be familiar with include:

- A. Navy Publications Printing Regulations
- B. Government Printing Style Manual
- C. DoD/Navy/ONR Security Manual
- D. ONR Directives
- E. Joint Travel Regulations (JTR) and Joint Military Travel Regulations (JMTR)
- F. DoD Financial Management Regulations
- G. Navy Correspondence Manual
- H. Navy and DoD Space Management Standards
- I. Architectural Standards
- J. Department of Defense and Department of the Navy (DoN) Security Directives, Instructions, and Handbooks
- K. ONR Security Manual
- L. Miscellaneous DoD, DoN, and ONR Directives and Instructions

Other relevant and useful information can be found on the ONR public website at [www.onr.navy.mil](http://www.onr.navy.mil) and the Navy Homepage at [www.navy.mil](http://www.navy.mil).

#### 2.0 **Statement of Work**

##### 2.1 **Objective**

The objective of this effort is to provide support services to ONR Headquarters. The contractor shall assist ONR BD04 in a wide-range of duplicating/copier services; courier/messenger delivery service and pick-up of material and supplies; supply room ordering, issuance, receiving, and inventory services; assisting ONR personnel with relocation and travel services; office administrative support services; engineering technical services; management analysis services; preparing policy documents and associated

correspondence; labor services; receiving, logging, tracking and storage of classified documents; and receiving, screening, and internal delivery of mail.

The work shall be performed in accordance with established internal operating procedures and Navy or DoD policy and procedures. Difficulties which may be encountered during the performance of this effort include multiple priorities, short deadlines, and occasional lack of precedence or template.

## **2.2 Requirements**

The contractor shall provide support services to ONR BD04.

### **The Program Manager shall perform the following tasks:**

- Supervise company personnel performing the services under this effort.
- Prepare and deliver Bi-Weekly Activity Report to the Contracting Officer Representative (COR).
- Maintain communications with the COR regarding resources and tasks.
- Work with individual employees to ensure that they are adapting to the needs of the position and providing quality services.
- Provide skills-based training and up-to-date information on office procedures, policies, and regulations.
- Process security clearances for existing and new employees as required. Ensure that each employee complies with the necessary requirements and has the required documentation, including the Questionnaire for National Security Positions (SF 86) and finger print cards. Ensure that employees receive required security briefing before reporting to ONR.
- Review and sign employee time sheets. Compare time sheets to monthly status reports to ensure accuracy.
- Resolve issues between company employees.
- Provide backup personnel for on-site employees as requested by the COR.
- Provide surge personnel to support on-site staff as requested by the COR.
- Maintain daily e-mail or phone communication with each employee.
- Organize a monthly meeting to discuss goals and expectations.

### **The Duplicating Machine Operator shall perform the following tasks:**

- Operate a high volume copier/duplicator machine.
- Perform daily operator maintenance on the high volume copier/duplicator machine.
- Operate electric and manual hole punches.
- Operate electric and manual staplers and stitchers.
- Operate electric and manual paper cutters.
- Maintain appropriate supply levels for the machines mentioned above.
- Coordinate and schedule repairs to service copiers throughout ONR and maintain production figures on all machines.
- Maintain production figures and unit costs in the duplicating room.

### **The Driver/Courier shall perform the following tasks:**

- Make daily scheduled courier/messenger trips to pick-up and deliver documents, material, supplies, etc. to government/commercial activities throughout the

- Washington, DC metropolitan area.
- Make emergency courier/messenger trips to pick-up and deliver documents, material, supplies, etc. to government/commercial activities throughout the Washington, DC metro area as directed.
  - Exercise judgment and care in loading, arranging and securing cargo, and the choice of routes.
  - Maintain trip records and vehicle inspection log.
  - Ensure assigned vehicles are properly serviced, i.e., fuel, oil, coolant, etc.
  - Provide backup for supply room clerk when needed. Provide assistance to laborers as needed.

**The Supply Room Clerk shall perform the following tasks:**

- Operate a centralized supply room for the ONR Headquarters organization.
- Operate an automated supply inventory management system.
- Initiate procurement actions by determining items and quantities, gathering source and price information, creating shopping carts on DoD E-mail, and providing this information to the department purchase cardholder, who will place the order.
- Examine items received, note overages, shortages, and any damages incurred in shipping and prepare detailed reports as required. Provide invoice and receipt information to the purchase cardholder.
- Recommend stock levels for authorized items, including forms, and insure sufficient quantities are on hand by providing supply requirements to the person who acquires small purchases.
- Stock supply room with acquired supplies.
- Issue supplies to ONR personnel.
- Assist in delivery and handling of government property within ONR Headquarters.
- Assist in interoffice moves.
- Provide backup for duplicating operator/courier when needed.

**The Travel/Relocation Specialist shall perform the following tasks:**

- Advise management of facts to be considered in making decisions regarding travel, relocation, transportation, and related entitlements.
- Assist travelers in developing travel plans and itineraries.
- Process travel orders for ONR civilian and military personnel and others traveling under ONR auspices; prioritize orders to allow adequate lead time for issuance of tickets, advances, clearance requests, etc. Monitor the processing of travel documentation to ensure timely completion prior to travel departure.
- Initiate requests to obtain Embassy/area clearance for personnel traveling outside the Continental United States (CONUS) under ONR sponsorship, for permission to visit Special Areas, and for obtaining approval of the U.S. State Department, Assistant Secretary of Defense for International Security Affairs (ASD (ISA)) and Chief of Naval Operations (CNO).
- Analyze personnel entitlements under CONUS and Overseas First Post of Duty and Permanent Change of Station (PCS) travel and advise personnel and their dependents of entitlements.
- Assist in the planning, coordination, and control of the official movement of ONR personnel.
- Initiate passport applications for employees and dependents on overseas Temporary duty (TDY) and First Post of Duty and P05 moves.

- Maintain communications with Navy Passenger Transportation Office (NAVPTO) personnel to ensure prompt and correct ticket receipt for ONR personnel. Assemble tickets and itineraries for ONR personnel.
- Maintain records on travel orders and reimbursement claims in accordance with pertinent records management policies.
- Provide assistance in maintaining and updating the ONR Travel WebPages.
- Receive all non-Defense Travel System (DTS) vouchers and log into the ONR Travel Tracking System.
- Examine all vouchers for correctness and entitlements according to the JTR and JMTR. Calculate reimbursement amounts.
- Note all incorrect submissions with comments and return promptly to traveler for correction.
- Enter appropriate information into Integrated Automated Travel System (IATS) to process voucher for payment. Forward IATS entry to approving official.
- Coordinate with Defense Finance and Accounting Service (DFAS) on status of reimbursements and resolve any problems.
- Provide traveler with summary of reimbursement along with return copy of voucher.

**The Office Manager shall perform the following tasks:**

- Operate office equipment including computers, typewriters, faxes, printers, and copiers.
- Edit and type various documents. Answer telephones and receive office visitors.
- Maintain records, logs, and files. Prepare records for archiving.
- Assist in the preparation for and execution of meetings and conferences.
- Process Federal Express (FEDEX) packages for shipping.
- Process invoices and Prompt Payment Certifications for approval.
- Enter data into computer databases and spreadsheets using various databases such as MS Access and Excel. Serve as the NMCI rep for the Department and coordinate with the 06 regarding computer-related problems.
- Order commemorative plaques and prepare employee awards.
- Assist AO with preparing Performance Appraisal Reports and other duties for incoming personnel. Provide Metro subsidy information.
- For new employees, ensure that all required information is loaded into the NAVRIS and NMCI databases and that required training is listed in NAVRIS.
- Assist in monitoring and tracking budget execution of ONR Fitness Program, Parking Garage Management, and Health Clinic contracts.
- Input and track all facilities maintenance, furniture and supply requests. Direct requests to appropriate individuals for action.
- Assist in the preparation of space planning by preparing DoD Space Requirements Forms (DD Form 1450). Responsible for coordination of all moves.
- Keep track of all room numbers for the office space and prepare door signs.
- Process Common Access Cards for all services.
- Order special supplies, including forms requesting hardware and software, and telephone activation. Train new employees on telephone usage.

**The Engineering Technician shall perform the following tasks:**

- Prepare concept plans for office renovations.
- Prepare layouts for furniture and equipment.
- Prepare completed construction drawings and specifications suitable for contracting.
- Receive and investigate building trouble calls from ONR staff and coordinate with the Lessor's Building Engineer staff to resolve problems.
- Assist the ONR Facilities Engineer in management of facility projects.
- Review and update ONR space assignments, room numbering systems, and floor master plans.
- Assist the ONR Facilities Engineer and the Safety Officer in the correction of safety and environmental deficiencies.

**The Management Analyst shall perform the following tasks:**

- Analyze business processes and procedures.
- Conduct internal studies and submit reports to management.
- Assist in the development and writing of draft policy for review, approval, and issuance by management.
- Assist in Administrative Program Management.

**The Laborers shall perform the following tasks:**

- Receive and handle materials, including supplies, furniture, and equipment.
- Prepare materials, including supplies, furniture, and equipment for shipping.
- Assist the Inventory Specialist in inventory and spot checks of property.
- Move furniture and equipment into and out of office spaces.
- Assemble and disassemble modular, systems and conventional furniture, and equipment.
- Prepare furniture and equipment for property disposal as required.
- Perform minor touch-up, repair, and painting of office spaces as needed. Hang white boards, bulletin boards, signs, large paintings, etc.
- Operate Government owned or leased vehicles in the performance of the above duties, as required.

**The Classified Document Control Clerk shall perform the following tasks:**

- Receive and log all SECRET material coming into ONR Headquarters.
- Input information into the Security Information Management System (SIMS) or other automated system as required.
- Prepare necessary route sheets, receipts, and labels using electric typewriter.
- Package (double wrap) all outgoing SECRET material.
- Maintain files containing incoming/outgoing receipts.
- Maintain internal signature receipts.
- Photocopy necessary material.
- Maintain repository of classified documents as required.
- Assist Security Division Staff as required, including inventories, production of badges or ID cards.
- Provide backup for duplicating operator/courier when needed

**The Security Specialist shall perform the following tasks:**

- Maintain strict confidentiality over the information received, maintained, and processed by the ONR Security Division.
- Greet visitors either in person or via the telephone and assist them with information or connect them with the appropriate security specialist as needed.
- Operate office equipment including computers, typewriters, faxes, printers, scanners, and copiers.
- Draft, edit, and type various documents in electronic and paper media.
- Enter sensitive data into computer databases such as the Joint Personnel Adjudication System (JPAS) and spreadsheets. Maintain various databases.
- Process requests for DoD Vehicle Registration Decal (DoD Form 2220).
- Process requests for Courier Authorization (DD Form 2501).
- Utilize the AMAG INC technologies access control system to properly create and issue DoD Building Pass (DD Form 1466) requests.
- Verify identification and utilize the Defense Enrollment Eligibility Reporting System (DEERS)/Real-time Automated Personnel Identification System (RAPIDS) to issue Common Access Cards, update database information, and reset personal identification numbers (PINs).
- Maintain rapport with all ONR Administrative Officers.
- In the absence of the Document Control Unit clerk, receive and secure all Secret and Confidential classified material.
- Process all domestic and foreign visit requests to ONR.
- Create and issue Common Access Cards as required.
- Assist the other members of the Security Division during routine and emergency situations.
- Maintain and update the Security website daily/weekly/monthly.
- Serves as point of contact for Security website material, including security training and building access requests.
- Maintain rapport with Contract Security Officers and PFFA to assist in the entrance of VIPs as well as assistance for both classified and unclassified meetings where groups are larger than 25 people.
- Provide backup for duplicating operator/courier when needed

**The Mail Clerk shall perform the following tasks:**

- Receive incoming mail.
- Screen mail by checking return address, postmark and mailing address.
- Check names on mail address against ONR email accounts.
- Sort and distribute mail
- Open mail following established guidance on mail handling and what to do in an emergency.
- Segregate misrouted mail for return back to sender
- Forward screened mail to mail clerks for sorting and distribution.
- Process out going mail for pick up by USPS or NDW.
- Log accountable mail in Access database.
- Assist in ONR Secretariat controlling correspondence, and Supply Room (when not performing mail duties).

**The Administrative Assistant shall perform the following tasks:**

- Operate office equipment including computers, typewriters, faxes, printers, and copiers.
- As directed, analyze business processes and procedures.
- Draft, edit, and type various documents in electronic and paper media.
- Enter data into computer databases and spreadsheets using various databases such as MS Access and Excel.
- Maintain records, logs, and files.
- Manage and maintain Emergency Alert Notification system for ONR - global reach
- Write Emergency Scenarios, run system tests, and manage user accounts
- Assist with Operations Security (OPSEC) tasks
- Assist with Counter-Intel and Escape Mask training; employee accountability
- Conduct internal studies and submit reports to management.
- Assist in the preparation for and execution of meetings and conferences.
- Prepare records for archiving.

**2.3 Engraving of Government Furnished Plaques**

The contractor shall provide engraving services on government furnished plaques. The Program Officer will ensure that the plaques are delivered to the contractor. The contractor shall deliver the engraved plaques to the Program Officer within five (5) business days from the date of request of engraving services. If required, subcontractors maybe used to provide this service. However, the contractor must obtain approval from the Contracting Officer Representative prior to subcontracting these services out.

**2.4 Installation, Relocation, and Supplemental Labor Services**

2.4.1 The contractor shall provide supplemental labor to support on-site staff with installation services for hanging government furnished plaques, pictures, whiteboards, wall mounted projection screens, and other large display items on drywall stud and modular walls as requested by the COR.

2.4.2 The contractor shall provide supplemental labor to support on-site staff with installation services and material costs for fabrication of under floor electrical distribution system components and minor carpentry work, i.e., chair rails and wall cabinets, wall displays.

2.4.3 The contractor shall provide supplemental labor to support on-site staff with installation services for local area network (LAN) cabling as requested by the COR. If required, subcontractors maybe used to provide this service. However, the contractor must obtain approval from the Contracting Officer Representative prior to subcontracting these services out.

2.4.4 The contractor shall provide supplemental labor to support on-site laborer with office relocations, transportation and storage needs, and other task as requested by the COR. If required, subcontractors maybe used to provide this service. However, the contractor must obtain approval from the Contracting Officer Representative prior to subcontracting these services out.



## **2.5 Deliverables**

The contractor personnel will provide continuing feedback to the Contracting Officer Representative (COR) and BD04 management regarding completed assignments, production metrics, accomplishments, issues, and general communication. Successes will be measured against expectations, quality and quantity standards, plans of action and milestones, where applicable. The COR will meet regularly with the Program Manager regarding individual and group performance. Deliverables will be continuous throughout the period and will be in the form of products or services as described above.

**2.5.1 Bi-Weekly Activity Report.** The Contractor shall provide bi-weekly progress and management reports. The report is due the 15<sup>th</sup> and 30<sup>th</sup> each month and shall include the hours and cost charged against the contract per individual on the contract. The report shall also contain the work completed or other accomplishments completed for each labor category and task. For example, the report shall include the number of personnel relocated/moved for the Laborer, the number of travel orders and vouchers processed for the Travel Specialist, etc. Contractor format is acceptable.

**2.5.2 Annual Summary Report.** The contractor shall prepare an annual summary report that shall include, total hours and cost by individual task and major accomplishments by task. The report is due within 30 days after the annual anniversary date of the contract or option award. Contractor format is acceptable.

### **2.5.3 Ad Hoc Reports/Meetings/Presentations**

The Contractor shall provide as required ad hoc reports, meetings, and presentations. The program manager is required to meet with the COR on a monthly basis. The required format, timing, content and distribution shall be provided at the time the requirement is provided.

**ATTACHMENT 2**

**REPORT FORMAT**

**TO BE ATTACHED AT TIME OF AWARD**

DEPARTMENT OF DEFENSE CONTRACT SECURITY CLASSIFICATION SPECIFICATION <i>(The requirements of the DoD Industrial Security Manual apply to all security aspects of this effort.)</i>				1. CLEARANCE AND SAFEGUARDING		SER 076-10									
				a. FACILITY CLEARANCE REQUIRED		SECRET									
				b. LEVEL OF SAFEGUARDING REQUIRED		NONE									
2. THIS SPECIFICATION IS FOR: <i>(X and complete as applicable)</i>				3. THIS SPECIFICATION IS: <i>(X and complete as applicable)</i>											
a. PRIME CONTRACT NUMBER				X a. ORIGINAL <i>(Complete date in all cases)</i>		DATE (YYYYMMDD) 20100603									
b. SUBCONTRACT NUMBER				b. REVISED <i>(Supersedes all previous specs)</i>		REVISION NO. DATE (YYYYMMDD)									
X c. SOLICITATION OR OTHER NUMBER N00014-10-R-0004		DUE DATE (YYYYMMDD)		c. FINAL <i>(Complete Item 5 in all cases)</i>		DATE (YYYYMMDD)									
4. IS THIS A FOLLOW-ON CONTRACT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: Classified material received or generated under _____ <i>(Preceding Contract Number)</i> is transferred to this follow-on contract.															
5. IS THIS A FINAL DD FORM 254? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO. If Yes, complete the following: In response to the contractor's request dated _____, retention of the classified material is authorized for the period of _____															
6. CONTRACTOR <i>(Include Commercial and Government Entity (CAGE) Code)</i>															
a. NAME, ADDRESS, AND ZIP CODE FOR SOLICITATION PURPOSES				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i>									
7. SUBCONTRACTOR															
a. NAME, ADDRESS, AND ZIP CODE N/A				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A									
8. ACTUAL PERFORMANCE															
a. LOCATION N/A				b. CAGE CODE		c. COGNIZANT SECURITY OFFICE <i>(Name, Address, and Zip Code)</i> N/A									
9. GENERAL IDENTIFICATION OF THIS PROCUREMENT To provide administrative support services															
10. CONTRACTOR WILL REQUIRE ACCESS TO:				11. IN PERFORMING THIS CONTRACT, THE CONTRACTOR WILL:											
a. COMMUNICATIONS SECURITY (COMSEC) INFORMATION				YES		NO		a. HAVE ACCESS TO CLASSIFIED INFORMATION ONLY AT ANOTHER CONTRACTOR'S FACILITY OR A GOVERNMENT ACTIVITY				YES		NO	
b. RESTRICTED DATA						X		b. RECEIVE CLASSIFIED DOCUMENTS ONLY						X	
c. CRITICAL NUCLEAR WEAPON DESIGN INFORMATION						X		c. RECEIVE AND GENERATE CLASSIFIED MATERIAL						X	
d. FORMERLY RESTRICTED DATA						X		d. FABRICATE, MODIFY, OR STORE CLASSIFIED HARDWARE						X	
e. INTELLIGENCE INFORMATION						X		e. PERFORM SERVICES ONLY						X	
(1) Sensitive Compartmented Information (SCI)						X		f. HAVE ACCESS TO U.S. CLASSIFIED INFORMATION OUTSIDE THE U.S., PUERTO RICO, U.S. POSSESSIONS AND TRUST TERRITORIES						X	
(2) Non-SCI						X		g. BE AUTHORIZED TO USE THE SERVICES OF DEFENSE TECHNICAL INFORMATION CENTER (DTIC) OR OTHER SECONDARY DISTRIBUTION CENTER						X	
f. SPECIAL ACCESS INFORMATION						X		h. REQUIRE A COMSEC ACCOUNT						X	
g. NATO INFORMATION						X		i. HAVE TEMPEST REQUIREMENTS						X	
h. FOREIGN GOVERNMENT INFORMATION						X		j. HAVE OPERATIONS SECURITY (OPSEC) REQUIREMENTS						X	
i. LIMITED DISSEMINATION INFORMATION						X		k. BE AUTHORIZED TO USE THE DEFENSE COURIER SERVICE						X	
j. FOR OFFICIAL USE ONLY INFORMATION						X		l. OTHER <i>(Specify)</i>						X	
k. OTHER <i>(Specify)</i> Item 10a: STE use only						X									

**12. PUBLIC RELEASE.** Any information (*classified or unclassified*) pertaining to this contract shall not be released for public dissemination except as provided by the Industrial Security Manual or unless it has been approved for public release by appropriate U.S. Government authority. Proposed public releases shall be submitted for approval prior to release  Direct  Through (*Specify*)

Office of Naval Research, ~~Freedom Deposits~~, ONR BD41 One Liberty Center, 875 North Randolph Street, Arlington, VA 22203-1995

to the Directorate for Freedom of Information and Security Review, Office of the Assistant Secretary of Defense (Public Affairs)\* for review.  
 \*In the case of non-DoD User Agencies, requests for disclosure shall be submitted to that agency.

**13. SECURITY GUIDANCE.** The security classification guidance needed for this classified effort is identified below. If any difficulty is encountered in applying this guidance or if any other contributing factor indicates a need for changes in this guidance, the contractor is authorized and encouraged to provide recommended changes; to challenge the guidance or the classification assigned to any information or material furnished or generated under this contract; and to submit any questions for interpretation of this guidance to the official identified below. Pending final decision, the information involved shall be handled and protected at the highest level of classification assigned or recommended. (*Fill in as appropriate for the classified effort. Attach, or forward under separate correspondence, any documents/guides/extracts referenced herein. Add additional pages as needed to provide complete guidance.*)

**\*\* Access to classified information is not required for the purposes of submitting a bid/proposal for this solicitation. However, prior to contract award the successful contractor will be required to have a SECRET facility clearance. Contractor personnel supporting this contract shall be U.S. citizens and must be able to obtain and maintain a Secret personnel security clearance.**

**\*\* Contract performance is primarily restricted to ONR HQ and to various contractor and government facilities as required for messenger services.**

Contracting Officer's Representative (COR):

Office of Naval Research  
~~Freedom Deposits~~ / ONR BD41  
 875 N. Randolph Street  
 Arlington, VA 22203-1995

Comm: (703) ~~696-8177~~ DSN 426-~~4613~~<sup>4613</sup>

**14. ADDITIONAL SECURITY REQUIREMENTS.** Requirements, in addition to ISM requirements, are established for this contract.  Yes  No  
 (If Yes, identify the pertinent contractual clauses in the contract document itself, or provide an appropriate statement which identifies the additional requirements. Provide a copy of the requirements to the cognizant security office. Use Item 13 if additional space is needed.)

**15. INSPECTIONS.** Elements of this contract are outside the inspection responsibility of the cognizant security office.  Yes  No  
 (If Yes, explain and identify specific areas or elements carved out and the activity responsible for inspections. Use Item 13 if additional space is needed.)

**16. CERTIFICATION AND SIGNATURE.** Security requirements stated herein are complete and adequate for safeguarding the classified information to be released or generated under this classified effort. All questions shall be referred to the official named below.

a. TYPED NAME OF CERTIFYING OFFICIAL Diana Pacheco [diana.pacheco@navy.mil]	b. TITLE Industrial Security Specialist	c. TELEPHONE (Include Area Code) (703) 696-8177
--	--	--

d. ADDRESS (Include Zip Code)  
 Office of Naval Research  
 One Liberty Center, 875 N. Randolph Street  
 Arlington, VA 22203-1995

e. SIGNATURE

**17. REQUIRED DISTRIBUTION**

- a. CONTRACTOR
- b. SUBCONTRACTOR
- c. COGNIZANT SECURITY OFFICE FOR PRIME AND SUBCONTRACTOR
- d. U.S. ACTIVITY RESPONSIBLE FOR OVERSEAS SECURITY ADMINISTRATION
- e. ADMINISTRATIVE CONTRACTING OFFICER
- f. OTHERS AS NECESSARY ONR BD25, BD41 & BD43

**Non-Disclosure Agreement regarding Contractor Support  
for the Office of Naval Research**

The undersigned individual, \_\_\_\_\_, agrees,  
both in his or her personal capacity and as an employee of

\_\_\_\_\_, as follows:

1. I will serve as contractor support for the Office of Naval Research (ONR). My day-to-day work will result in access to information that is not available to the public. I acknowledge my responsibilities as outlined below regarding the protection and use of this non-public information.

2. I understand the term "non-public information" as used in this Agreement means any information that is considered proprietary, privacy-sensitive, for official use only (FOUO), or classified. Not all non-public information will bear restrictive markings, and I must protect unmarked information if I know, or have reason to know, that the information is non-public. If I am not sure, I must consult my Contracting Officer's Representative (COR), the ONR Security Department or the Office of Counsel before releasing the information.

a. Proprietary information includes, but is not limited to, trade secret data; commercial or financial information; limited rights data; restricted computer software; contractor bid or proposal information; source selection information; and technical data, drawings, designs, specifications and know-how.

b. Privacy-sensitive information includes Personally Identifiable Information (PII) and other information protected by the Privacy Act of 1974.

c. FOUO information may include procurement source selection records, agency budget drafts, and Navy program cost and source data. FOUO information refers to any information that can be withheld under the Freedom of Information Act, except for classified information.

d. Classified information means any information that has been properly classified and marked or otherwise identified as such according to relevant Security Classification Guides (SCG).

3. I agree to safeguard non-public information in accordance with relevant official rules and guidance, including but not limited to those contained in the National Industrial Security Procedures and Operations Manual (NISPOM), ONRINST 5211.2C (privacy), ONRINST 5239.10A (network security), ONRINST 5510.1A (ONR Security Manual), ONRINST 5570.1A (distribution statements), ONRINST 5570.2A (unclassified technical documents), and ONRINST 5720.4A (FOIA).

a. At a minimum, my obligation to safeguard non-public information includes restricting disclosure to those with an official need to know, limiting the number of hard and soft copies, keeping the information locked up when necessary, using appropriate coversheets or markings to identify the non-public nature of the information, transmitting the information only through approved electronic means, including (for unclassified information only) encrypted e-mail, and immediately reporting to ONR Security any loss or improper disclosure of non-public information.

b. For classified information, I must follow the specific handling procedures laid out in the NISPOM, ONRINST 5510.1A, and other relevant sources.

4. If I am in doubt whether an individual, whether Government employee or not, has an official need to know, I must consult with my COR, the ONR Security Department or the Office of Counsel before granting the individual access to non-public information under my control. I also must notify my COR and the ONR Security Department when I become aware that any unauthorized person is improperly trying to access non-public information.

5. I and my employer acknowledge that the owner of any proprietary information is a third-party beneficiary of this agreement. That third-party beneficiary, in addition to any other rights he may have, shall have the right of direct action against me and/or my employer to seek damages from any alleged breach of this Agreement or to otherwise enforce this Agreement. I and my employer further acknowledge that violation of this agreement as regards safeguarding non-public information could subject me and/or my employer to criminal and/or civil penalties.

FOR THESE REASONS the undersigned individual agrees, and his or her employer likewise concurs, to protect, respect and not disclose without proper authorization non-public information while providing contractor support to ONR.

Employee Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

Concurrence by the employer:

Supervisor/Manager Signature \_\_\_\_\_

Printed Name \_\_\_\_\_

Date \_\_\_\_\_

---

**Debriefing of Departing Contractor Employee regarding the ONR Non-Disclosure Agreement**

Even though I will no longer be employed to provide contractor support services for ONR, I understand that the original terms of this Non-Disclosure Agreement that I signed still apply to me.

Employee Signature \_\_\_\_\_

Date \_\_\_\_\_

(January 2010)

## Cost Proposal

### GENERAL INFORMATION

The purpose of the requested information in the attached worksheets is to assist Government personnel in the review and evaluation of cost proposals submitted by Offerors. Offerors are reminded that the responsibility for providing adequate supporting data and attachments lies solely with them. Further, the offeror must also bear the burden of proof in establishing reasonableness of proposed costs; therefore, it is in the offeror's best interest to submit a fully supportable and well-prepared cost proposal. The basis and rationale for all proposed costs should be provided as part of the proposal so that Government personnel can place reliance on the information as current, complete and accurate. Further, FAR 15.403-4 sets forth those circumstances in which offerors are required to submit certified cost or pricing data.

Options: If proposing options, they must be separately priced and separate spreadsheets, worksheets or tables should be provided for each option. Any proposed options that are not fully priced out, will not be included in any resulting award.

## Cost Proposal

### GENERAL INFORMATION

The purpose of the requested information in the attached worksheets is to assist Government personnel in the review and evaluation of cost proposals submitted by Offerors. Offerors are reminded that the responsibility for providing adequate supporting data and attachments lies solely with them. Further, the offeror must also bear the burden of proof in establishing reasonableness of proposed costs; therefore, it is in the offeror's best interest to submit a fully supportable and well-prepared cost proposal. The basis and rationale for all proposed costs should be provided as part of the proposal so that Government personnel can place reliance on the information as current, complete and accurate. Further, FAR 15.403-4 sets forth those circumstances in which offerors are required to submit certified cost or pricing data.

Options: If proposing options, they must be separately priced and separate spreadsheets, worksheets or tables should be provided for each option. Any proposed options that are not fully priced out, will not be included in any resulting award.





**LABOR ESCALATION**

			Year 1	Year 2	Year 3	Year 4
Labor Category (Note 1)	Name	Base Rate (Wage Determination)	Escalation Rate	Escalation Rate	Escalation Rate	Escalation Rate
Program Manager	John Doe		2.30%	2.10%	2.20%	2.30%
Engineer	John Flask		xx	xx	xx	xx
Engineer	Cheryl Drum					
Technician	Robert Glass					

**Indirect Rates (Note 2)**

	Year 1	Year 2	Year 3	Year 4
Rate Category	Rate	Rate	Rate	Rate
Fringe Benefits				
Labor Overhead				
Material Handling				
General and Administrative				
Facilities Cost of Money				

Basis of Rate	Applied Against
Provisional Billing Rate	
Forward Pricing Rate Agreement	

Note 1: Add additional labor categories if needed.

Note 2: Add additional indirect rates as needed.

## Subcontractor

### **SUBCONTRACTOR COST DATA**

**Subcontracts/Interorganizational Transfers** – A cost proposal as detailed as the Offeror’s cost proposal including support documentation will be required to be submitted by all proposed subcontractors and for all interorganizational transfers over \$100,000. If options are proposed, the option periods should be separately priced. The subcontract or interorganizational transfer proposal, along with supporting documentation, must be provided either in a sealed envelope with the prime’s proposal or via email directly to the Program Officer or Contract Specialist upon request. The email should identify the prime Offeror, proposal title, and that the attached proposal is a subcontract. The subcontractor and interorganizational transfer proposals with supporting documentation must be received and reviewed before the Government can complete its cost analysis of the proposal and enter negotiations.

The prime contractor should perform and provide a cost/price analysis of each subcontractor’s cost proposal. Offerors are required to obtain competition to the maximum extent practicable when selecting subcontractors; if the offeror has obtained competitive quotes, copies should be provided. If the Offeror has selected other than the low bid for inclusion in their proposal or intends to award the subcontract on a sole-source basis, the offeror should provide rationale for their decision.

Certified cost or pricing data may be required for subcontractor proposals over \$650,000.

**\*Note:** Federal Acquisition Regulation provision 52.215-22 is incorporated into this solicitation by reference. The offeror is to exclude excessive pass-through charges from subcontractors. The offeror must identify in its proposal the percentage of effort it intends to perform and the percentage to be performed by each of its proposed subcontractors. If more than 70 percent of the total effort will be performed through subcontractors, the offeror must include the additional information required by the above-cited clause.

<b>Subcontractor</b>	<b>Competitive/Sole Source</b>	<b>Cost/price analysis included (Y/N)</b>	<b>Competitive Quotes or Sole Source Documentation Included (Y/N)</b>	<b>Total amount exceeds \$650K (Y/N)</b>
ABC Company	Competitive	Y	Y	N
XYZ Company	Sole Source	Y	Y	Y

**CONSULTANTS (Note 2)**

Name	Description of effort to be performed by the Consultant or attach Consultant Statement of Work	Number of Hours	Hourly Rate	Travel costs	Other Costs	Total	Basis of Estimate (Note 1)	Included copy of Consulting Agreement or other documentation supporting the proposed rate (Y/N)	Reference Document Number
<b>Base</b>									
John Doe	Provide technical assistance to the prime during sea tests.	300	\$75	\$3,000	\$0	\$25,500		Y	1
						\$0			
						\$0			
<b>Option I</b>									
John Doe	Provide technical assistance to the prime during sea tests.	300	\$75	\$3,000	\$0	\$25,500		Y	1
						\$0			
						\$0			
						\$0			
<b>TOTAL</b>						<b>\$51,000.00</b>			

Note 1: Describe how and why the consultant was selected.

Note 2: Include a separate section in the above table for the base and each option





**ATTACHMENT 6**

**FINANCIAL ACCOUNTING DATA SHEETS**

**TO BE ATTACHED AT TIME OF AWARD**

WD 05-2103 (Rev.-10) was first posted on www.wdol.gov on 06/22/2010

\*\*\*\*\*

REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR  
THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION  
By direction of the Secretary of Labor | WAGE AND HOUR DIVISION  
| WASHINGTON D.C. 20210  
| Wage Determination No.: 2005-2103  
Shirley F. Ebbesen Division of | Revision No.: 10  
Director Wage Determinations | Date Of Revision: 06/15/2010

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States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide

Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince  
George's, St Mary's

Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,  
King George, Loudoun, Prince William, Stafford

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**\*\*Fringe Benefits Required Follow the Occupational Listing\*\***

OCCUPATION CODE	TITLE	FOOTNOTE	RATE
01000 -	Administrative Support And Clerical Occupations		
01011 -	Accounting Clerk I		15.08
01012 -	Accounting Clerk II		16.92
01013 -	Accounting Clerk III		22.30
01020 -	Administrative Assistant		31.41



01040 -	Court Reporter	21.84
01051 -	Data Entry Operator I	14.38
01052 -	Data Entry Operator II	15.69
01060 -	Dispatcher, Motor Vehicle	17.87
01070 -	Document Preparation Clerk	14.21
01090 -	Duplicating Machine Operator	14.21
01111 -	General Clerk I	14.88
01112 -	General Clerk II	16.24
01113 -	General Clerk III	18.74
01120 -	Housing Referral Assistant	25.29
01141 -	Messenger Courier	13.62
01191 -	Order Clerk I	15.12
01192 -	Order Clerk II	16.50
01261 -	Personnel Assistant (Employment) I	18.15
01262 -	Personnel Assistant (Employment) II	20.32
01263 -	Personnel Assistant (Employment) III	22.65
01270 -	Production Control Clerk	22.03
01280 -	Receptionist	14.43
01290 -	Rental Clerk	16.55
01300 -	Scheduler, Maintenance	18.07
01311 -	Secretary I	18.07
01312 -	Secretary II	20.18
01313 -	Secretary III	25.29
01320 -	Service Order Dispatcher	16.98

01410 -	Supply Technician	28.55
01420 -	Survey Worker	20.03
01531 -	Travel Clerk I	13.29
01532 -	Travel Clerk II	14.36
01533 -	Travel Clerk III	15.49
01611 -	Word Processor I	15.63
01612 -	Word Processor II	17.67
01613 -	Word Processor III	19.95
05000 -	Automotive Service Occupations	
05005 -	Automobile Body Repairer, Fiberglass	25.26
05010 -	Automotive Electrician	23.51
05040 -	Automotive Glass Installer	22.15
05070 -	Automotive Worker	22.15
05110	Mobile Equipment Servicer	19.04
05130 -	Motor Equipment Metal Mechanic	24.78
05160 -	Motor Equipment Metal Worker	22.15
05190 -	Motor Vehicle Mechanic	24.78
05220 -	Motor Vehicle Mechanic Helper	18.49
05250 -	Motor Vehicle Upholstery Worker	21.63
05280 -	Motor Vehicle Wrecker	22.15
05310 -	Painter, Automotive	23.51
05340 -	Radiator Repair Specialist	22.15
05370 -	Tire Repairer	14.44
05400 -	Transmission Repair Specialist	24.78

07000 -	Food Preparation And Service Occupations		
07010 -	Baker		13.85
07041 -	Cook I		12.55
07042 -	Cook II		14.60
07070 -	Dishwasher		10.11
07130 -	Food Service Worker		10.66
07210 -	Meat Cutter		18.08
07260 -	Waiter/Waitress		9.70
09000 -	Furniture Maintenance And Repair Occupations		
09010 -	Electrostatic Spray Painter		19.86
09040 -	Furniture Handler		14.06
09080 -	Furniture Refinisher		20.23
09090 -	Furniture Refinisher Helper		15.52
09110 -	Furniture Repairer, Minor		17.94
09130 -	Upholsterer		19.86
11000 -	General Services And Support Occupations		
11030 -	Cleaner, Vehicles		10.54
11060 -	Elevator Operator		10.54
11090 -	Gardener		17.52
11122 -	Housekeeping Aide		11.83
11150 -	Janitor		11.83
11210 -	Laborer, Grounds Maintenance		13.07
11240 -	Maid or Houseman		11.26
11260 -	Pruner		11.58

11270 -	Tractor Operator	16.04
11330 -	Trail Maintenance Worker	13.07
11360 -	Window Cleaner	12.85
12000 -	Health Occupations	
12010	Ambulance Driver	20.41
12011 -	Breath Alcohol Technician	20.27
12012	Certified Occupational Therapist Assistant	23.11
12015 -	Certified Physical Therapist Assistant	21.43
12020 -	Dental Assistant	17.18
12025 -	Dental Hygienist	44.75
12030 -	EKG Technician	27.67
12035 -	Electroneurodiagnostic Technologist	27.67
12040 -	Emergency Medical Technician	20.41
12071 -	Licensed Practical Nurse I	19.07
12072 -	Licensed Practical Nurse II	21.35
12073 -	Licensed Practical Nurse III	24.13
12100 -	Medical Assistant	15.01
12130 -	Medical Laboratory Technician	18.04
12160 -	Medical Record Clerk	17.42
12190 -	Medical Record Technician	19.50
12195 -	Medical Transcriptionist	18.77
12210 -	Nuclear Medicine Technologist	37.60
12221 -	Nursing Assistant I	10.80
12222 -	Nursing Assistant II	12.14

12223 -	Nursing Assistant III	13.98
12224 -	Nursing Assistant IV	15.69
12235 -	Optical Dispenser	20.17
12236 -	Optical Technician	15.80
12250 -	Pharmacy Technician	18.12
12280 -	Phlebotomist	15.69
12305 -	Radiologic Technologist	31.11
12311 -	Registered Nurse I	27.64
12312 -	Registered Nurse II	33.44
12313 -	Registered Nurse II, Specialist	33.44
12314 -	Registered Nurse III	40.13
12315 -	Registered Nurse III, Anesthetist	40.13
12316 -	Registered Nurse IV	48.10
12317 -	Scheduler (Drug and Alcohol Testing)	21.73
13000 -	Information And Arts Occupations	
13011 -	Exhibits Specialist I	19.86
13012 -	Exhibits Specialist II	24.61
13013 -	Exhibits Specialist III	30.09
13041 -	Illustrator I	20.48
13042 -	Illustrator II	25.38
13043 -	Illustrator III	31.03
13047 -	Librarian	33.88
13050 -	Library Aide/Clerk	14.21
13054 -	Library Information Technology Systems	30.60

Administrator			
13058 -	Library Technician		19.89
13061 -	Media Specialist I		18.73
13062 -	Media Specialist II		20.95
13063 -	Media Specialist III		23.36
13071 -	Photographer I		16.65
13072 -	Photographer II		18.90
13073 -	Photographer III		23.67
13074 -	Photographer IV		28.65
13075 -	Photographer V		33.76
13110 -	Video Teleconference Technician		20.39
14000 -	Information Technology Occupations		
14041 -	Computer Operator I		18.92
14042 -	Computer Operator II		21.18
14043 -	Computer Operator III		23.60
14044 -	Computer Operator IV		26.22
14045 -	Computer Operator V		29.05
14071 -	Computer Programmer I	(see 1)	26.36
14072 -	Computer Programmer II	(see 1)	
14073 -	Computer Programmer III	(see 1)	
14074 -	Computer Programmer IV	(see 1)	
14101 -	Computer Systems Analyst I	(see 1)	
14102 -	Computer Systems Analyst II	(see 1)	
14103 -	Computer Systems Analyst III	(see 1)	

14150 -	Peripheral Equipment Operator	18.92
14160 -	Personal Computer Support Technician	26.22
15000 -	Instructional Occupations	
15010 -	Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 -	Aircrew Training Devices Instructor (Rated)	44.06
15030 -	Air Crew Training Devices Instructor (Pilot)	52.81
15050 -	Computer Based Training Specialist / Instructor	36.47
15060 -	Educational Technologist	35.31
15070 -	Flight Instructor (Pilot)	52.81
15080 -	Graphic Artist	26.80
15090 -	Technical Instructor	25.08
15095 -	Technical Instructor/Course Developer	30.67
15110 -	Test Proctor	20.20
15120 -	Tutor	20.20
16000 -	Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 -	Assembler	9.88
16030 -	Counter Attendant	9.88
16040 -	Dry Cleaner	12.94
16070 -	Finisher, Flatwork, Machine	9.88
16090 -	Presser, Hand	9.88
16110 -	Presser, Machine, Drycleaning	9.88
16130 -	Presser, Machine, Shirts	9.88
16160 -	Presser, Machine, Wearing Apparel, Laundry	9.88
16190 -	Sewing Machine Operator	13.78

16220 -	Tailor	14.66
16250 -	Washer, Machine	10.88
19000 -	Machine Tool Operation And Repair Occupations	
19010 -	Machine-Tool Operator (Tool Room)	21.14
19040 -	Tool And Die Maker	23.38
21000 -	Materials Handling And Packing Occupations	
21020 -	Forklift Operator	18.02
21030 -	Material Coordinator	22.03
21040 -	Material Expediter	22.03
21050 -	Material Handling Laborer	13.83
21071 -	Order Filler	15.09
21080 -	Production Line Worker (Food Processing)	18.02
21110 -	Shipping Packer	15.09
21130 -	Shipping/Receiving Clerk	15.09
21140 -	Store Worker I	11.72
21150 -	Stock Clerk	16.86
21210 -	Tools And Parts Attendant	18.02
21410 -	Warehouse Specialist	18.02
23000 -	Mechanics And Maintenance And Repair Occupations	
23010 -	Aerospace Structural Welder	27.21
23021 -	Aircraft Mechanic I	25.83
23022 -	Aircraft Mechanic II	27.21
23023 -	Aircraft Mechanic III	28.53



23040 -	Aircraft Mechanic Helper	17.54
23050 -	Aircraft, Painter	24.73
23060 -	Aircraft Servicer	19.76
23080 -	Aircraft Worker	21.01
23110 -	Appliance Mechanic	21.75
23120 -	Bicycle Repairer	14.43
23125 -	Cable Splicer	26.02
23130 -	Carpenter, Maintenance	21.40
23140 -	Carpet Layer	20.49
23160 -	Electrician, Maintenance	27.98
23181 -	Electronics Technician Maintenance I	24.94
23182 -	Electronics Technician Maintenance II	26.47
23183 -	Electronics Technician Maintenance III	27.89
23260 -	Fabric Worker	19.13
23290 -	Fire Alarm System Mechanic	22.91
23310 -	Fire Extinguisher Repairer	17.62
23311 -	Fuel Distribution System Mechanic	22.81
23312 -	Fuel Distribution System Operator	19.38
23370 -	General Maintenance Worker	21.43
23380 -	Ground Support Equipment Mechanic	25.83
23381 -	Ground Support Equipment Servicer	19.76
23382 -	Ground Support Equipment Worker	21.01
23391 -	Gunsmith I	17.62
23392 -	Gunsmith II	20.49

23393 -	Gunsmith III	22.91
23410 -	Heating, Ventilation And Air-Conditioning	23.89
	Mechanic	
23411 -	Heating, Ventilation And Air Conditioning	25.17
	Mechanic (Research Facility)	
23430 -	Heavy Equipment Mechanic	22.91
23440 -	Heavy Equipment Operator	22.91
23460 -	Instrument Mechanic	22.59
23465 -	Laboratory/Shelter Mechanic	21.75
23470 -	Laborer	14.98
23510 -	Locksmith	21.90
23530 -	Machinery Maintenance Mechanic	23.12
23550 -	Machinist, Maintenance	22.91
23580 -	Maintenance Trades Helper	18.27
23591 -	Metrology Technician I	22.59
23592 -	Metrology Technician II	23.80
23593 -	Metrology Technician III	24.96
23640 -	Millwright	28.19
23710 -	Office Appliance Repairer	22.96
23760 -	Painter, Maintenance	21.75
23790 -	Pipefitter, Maintenance	24.63
23810 -	Plumber, Maintenance	22.29
23820 -	Pneudraulic Systems Mechanic	22.91
23850 -	Rigger	22.91

23870 -	Scale Mechanic	20.49
23890 -	Sheet-Metal Worker, Maintenance	22.91
23910 -	Small Engine Mechanic	20.49
23931 -	Telecommunications Mechanic I	29.95
23932 -	Telecommunications Mechanic II	31.55
23950 -	Telephone Lineman	27.41
23960 -	Welder, Combination, Maintenance	22.91
23965 -	Well Driller	22.91
23970 -	Woodcraft Worker	22.91
23980 -	Woodworker	17.62
24000 -	Personal Needs Occupations	
24570 -	Child Care Attendant	12.79
24580 -	Child Care Center Clerk	17.77
24610 -	Chore Aide	10.57
24620 -	Family Readiness And Support Services	16.90
	Coordinator	
24630 -	Homemaker	18.43
25000 -	Plant And System Operations Occupations	
25010 -	Boiler Tender	27.30
25040 -	Sewage Plant Operator	20.84
25070 -	Stationary Engineer	27.30
25190 -	Ventilation Equipment Tender	19.49
25210 -	Water Treatment Plant Operator	20.84
27000 -	Protective Service Occupations	

27004 -	Alarm Monitor	20.57
27007 -	Baggage Inspector	12.71
27008 -	Corrections Officer	22.80
27010 -	Court Security Officer	24.72
27030 -	Detection Dog Handler	20.57
27040 -	Detention Officer	22.80
27070 -	Firefighter	24.63
27101 -	Guard I	12.71
27102 -	Guard II	20.57
27131 -	Police Officer I	26.52
27132 -	Police Officer II	29.67
28000 -	Recreation Occupations	
28041 -	Carnival Equipment Operator	13.59
28042 -	Carnival Equipment Repairer	14.63
28043 -	Carnival Equipment Worker	9.24
28210 -	Gate Attendant/Gate Tender	13.01
28310 -	Lifeguard	11.59
28350 -	Park Attendant (Aide)	14.56
28510 -	Recreation Aide/Health Facility Attendant	10.62
28515 -	Recreation Specialist	18.04
28630 -	Sports Official	11.59
28690 -	Swimming Pool Operator	18.21
29000 -	Stevedoring/Longshoremen Occupational Services	
29010 -	Blocker And Bracer	23.13

29020 -	Hatch Tender		23.13
29030 -	Line Handler		23.13
29041 -	Stevedore I		21.31
29042 -	Stevedore II		24.24
30000 -	Technical Occupations		
30010 -	Air Traffic Control Specialist, Center (HFO)	(see 2)	39.92
30011 -	Air Traffic Control Specialist, Station (HFO)	(see 2)	26.84
30012 -	Air Traffic Control Specialist, Terminal (HFO)	(see 2)	29.56
30021 -	Archeological Technician I		20.19
30022 -	Archeological Technician II		22.60
30023 -	Archeological Technician III		27.98
30030 -	Cartographic Technician		27.98
30040 -	Civil Engineering Technician		26.41
30061 -	Drafter/CAD Operator I		20.19
30062 -	Drafter/CAD Operator II		22.60
30063 -	Drafter/CAD Operator III		25.19
30064 -	Drafter/CAD Operator IV		31.00
30081 -	Engineering Technician I		22.92
30082 -	Engineering Technician II		25.72
30083 -	Engineering Technician III		28.79
30084 -	Engineering Technician IV		35.64
30085 -	Engineering Technician V		43.61
30086 -	Engineering Technician VI		52.76
30090 -	Environmental Technician		27.41

30210 -	Laboratory Technician		23.38
30240 -	Mathematical Technician		28.94
30361 -	Paralegal/Legal Assistant I		21.36
30362 -	Paralegal/Legal Assistant II		26.47
30363 -	Paralegal/Legal Assistant III		32.36
30364 -	Paralegal/Legal Assistant IV		39.16
30390 -	Photo-Optics Technician		27.98
30461 -	Technical Writer I		21.93
30462 -	Technical Writer II		26.84
30463 -	Technical Writer III		32.47
30491 -	Unexploded Ordnance (UXO) Technician I		24.74
30492 -	Unexploded Ordnance (UXO) Technician II		29.93
30493 -	Unexploded Ordnance (UXO) Technician III		35.88
30494 -	Unexploded (UXO) Safety Escort		24.74
30495 -	Unexploded (UXO) Sweep Personnel		24.74
30620 -	Weather Observer, Combined Upper Air Or	(see 2)	25.19
	Surface Programs		
30621 -	Weather Observer, Senior	(see 2)	27.98
31000 -	Transportation/Mobile Equipment Operation Occupations		
31020 -	Bus Aide		14.32
31030 -	Bus Driver		20.85
31043 -	Driver Courier		13.98
31260 -	Parking and Lot Attendant		10.07
31290 -	Shuttle Bus Driver		15.66

31310 -	Taxi Driver	13.98
31361 -	Truckdriver, Light	15.66
31362 -	Truckdriver, Medium	17.90
31363 -	Truckdriver, Heavy	19.18
31364 -	Truckdriver, Tractor-Trailer	19.18
99000 -	Miscellaneous Occupations	
99030 -	Cashier	10.03
99050 -	Desk Clerk	11.58
99095 -	Embalmer	23.05
99251 -	Laboratory Animal Caretaker I	11.30
99252 -	Laboratory Animal Caretaker II	12.35
99310 -	Mortician	31.73
99410 -	Pest Controller	17.69
99510 -	Photofinishing Worker	13.20
99710 -	Recycling Laborer	18.50
99711 -	Recycling Specialist	22.71
99730 -	Refuse Collector	16.40
99810 -	Sales Clerk	12.09
99820 -	School Crossing Guard	13.43
99830 -	Survey Party Chief	21.94
99831 -	Surveying Aide	13.63
99832 -	Surveying Technician	20.85
99840 -	Vending Machine Attendant	14.43
99841 -	Vending Machine Repairer	18.73

99842 -	Vending Machine Repairer Helper	14.43
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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service

includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor

Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey



data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs. The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A

links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)}

When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination.

Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.