

2. CONTRACT NUMBER _____ 3. SOLICITATION NUMBER N00173-14-R-VH02 4. TYPE OF SOLICITATION SEALED BID (IFB) NEGOTIATED (RFP) 5. DATE ISSUED _____ 6. REQUISITION/PURCHASE NUMBER 82-1029-14

7. ISSUED BY CODE N00173 8. ADDRESS OFFER TO (If other than Item 7)
 Naval Research Laboratory
 Washington DC 20375-5326
 Attn: 3230.RE

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

SOLICITATION

9. Sealed offers in original and 3 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in Bldg 222, Room 115A until 12:00 noon local time 11 Jul 14 (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 Valarie Hall B. TELEPHONE (NO COLLECT CALLS) AREA CODE 202 NUMBER 767-9399 EXT. C. E-MAIL ADDRESS Valarie.hall@nrl.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 _____ 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 (%)

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)

15B. TELEPHONE NUMBER AREA CODE _____ NUMBER _____ EXT. _____ 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE. 17. SIGNATURE _____ 18. OFFER DATE _____

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED _____ 20. AMOUNT _____ 21. ACCOUNTING AND APPROPRIATION _____

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c)) 41 U.S.C. 253(c) () 23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM _____

24. ADMINISTERED BY (If other than Item 7) CODE _____ 25. PAYMENT WILL BE MADE BY _____ CODE _____

26. NAME OF CONTRACTING OFFICER (Type or print) _____ 27. UNITED STATES OF AMERICA (Signature of Contracting Officer) _____ 28. AWARD DATE _____

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B-1 SUPPLIES OR SERVICES AND PRICES/COSTS

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT AMOUNT	TOTAL AMOUNT
0001	TVAC PLC System Upgrade. Design, build, and install the system upgrade for the TVAC Chamber PLC System in accordance with the Statement Of Work (SOW). Firm Fixed Price (FFP) FSC: 6636	1	Lot		\$ _____
0002	Spares- Allen-Bradley 1756 PAC Computer and PAC modules. Firm Fixed Price (FFP) FSC: 6636	1	Lot		\$ _____
0003	Programming Software for PAC, PID, and HMI, including licenses. Firm Fixed Price (FFP) FSC: 6636	1	Lot		\$ _____

ITEM NO.	SUPPLIES OR SERVICES	QUANTITY	UNIT	UNIT AMOUNT	TOTAL AMOUNT
0004	<p>Contract Data Requirements List –Not Separately Priced.</p> <p>The contractor shall deliver all data, reports, and other deliverables in accordance with the Contract Data Requirements Lists (CDRLs), and DD1423 attached in Section J. The CDRLs are not separately priced (NSP)</p> <p>Firm Fixed Price (FFP)</p> <p>FSC: 6636</p>	1	Lot		\$ _____

TOTAL DOLLAR AMOUNT FOR CLINs*: **Insert Amount**

*CONTRACT LINE ITEM NUMBER

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C-1 The work under this contract shall be performed in accordance with Attachment (1), Statement of Work, with Exhibit A, DD Form 1423, Contracts Data Requirements List, and all other Attachments cited in Section J, which are incorporated by reference into Section C.

C-2 CONTRACTOR IDENTIFICATION

Pursuant to DFARS 211.106 contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. In addition, contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

C-3 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

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

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

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

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

SECTION D

PACKAGING AND MARKING

D-1 Preservation, packaging, packing and marking of all deliverable contract line items must conform to normal commercial packing standards to assure safe delivery at destination.

D-2 The Contractor shall mark all shipments under this contract in accordance with the edition of ASTM-D-3951-90 "Standard Practice for Commercial Packaging" in effect on the date of the contract.

D-3 The Contractor shall comply with FED STD 313 (Symbols for Packages and Containers for Hazardous Industrial Chemical and Materials) to the extent applicable.

SECTION E

INSPECTION AND ACCEPTANCE

E-1 INSPECTION AND ACCEPTANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>	
52.246-2	Inspection of Supplies- Fixed -Price	(AUG 1996)
52.246-16	Responsibility For Supplies	(APR 1984)
<u>DFARS CLAUSE</u>	<u>TITLE</u>	
252.246-7000	Material Inspection and Receiving Report	(MAR 2008)

E-2 INSPECTION AND ACCEPTANCE

Inspection and acceptance of the final delivery will be accomplished by the Contracting Officer Representative (COR) designated in Section G of this contract. Inspection and acceptance will be performed at the Naval Research Laboratory, Washington DC 20375-5320.

Constructive acceptance, in accordance with FAR 32.904, shall be deemed to have occurred on the **FILL-IN** day after the final delivery.

SECTION F

DELIVERIES OR PERFORMANCE

F-1 DELIVERIES OR PERFORMANCE CLAUSES BY REFERENCE:

<u>FAR CLAUSE</u>	<u>TITLE</u>	
52.211-11	Liquidated Damages - Supplies, Services, Or Research And Development (\$FILL-IN)	(SEP 2000)
52.242-15	Stop-Work Order	(AUG 1989)
52.242-17	Government Delay Of Work	(APR 1984)
52.247-34	F.O.B. Destination	(NOV 1991)

F-2 FAR 52.211-8 – TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

[Contracting Officer insert specific details]

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN 0001	Lot	30 Sep 15
CLIN 0002	Lot	30 Sep 15
CLIN 0003	Lot	30 Sep 15
CLIN 0004	Lot	30 Sep 15

The Government will evaluate equally, as regards time of delivery, offers that propose delivery of each quantity within the applicable delivery period specified above. Offers that propose delivery that will not clearly fall within the applicable required delivery period specified above, will be considered nonresponsive and rejected. The Government reserves the right to award under either the required delivery schedule or the proposed delivery schedule, when an offeror offers an earlier delivery schedule than required above. If the offeror proposes no other delivery schedule, the required delivery schedule above will apply.

OFFEROR'S PROPOSED DELIVERY SCHEDULE

ITEM NO.	QUANTITY	WITHIN DAYS AFTER DATE OF CONTRACT AWARD
CLIN NUMBER	NUMBER	NUMBER
CLIN NUMBER	NUMBER	NUMBER
CLIN NUMBER	NUMBER	NUMBER

(b) Attention is directed to the Contract Award provision of the solicitation that provides that a written award or acceptance of offer mailed, or otherwise furnished to the successful offeror, results in a binding contract. The Government will mail or otherwise furnish to the offeror an award or notice of award not later than the day award is dated. Therefore, the offeror should compute the time available for performance beginning with the actual date of award, rather than the date the written notice of award is received from the Contracting Officer through the ordinary mails. However, the Government will evaluate an offer that proposes delivery based on the Contractor's date of receipt of the contract or notice of award by adding (i) five calendar days for delivery of the award through the ordinary mails or (ii) one working day if the solicitation states that the contract or notice of award will be transmitted electronically. (The term "working day" excludes weekends and U.S. Federal holidays.) If, as so computed, the offered delivery date is later than the required delivery date, the offer will be considered nonresponsive and rejected.

F-3 DELIVERIES OR PERFORMANCE

(a) The period of performance under this contract shall be from **Dated of contract award** through **30 Sep 15**.

(b) The principal place of performance of this contract shall be **Naval Research Laboratory**

F-4 PLACE OF DELIVERY - FOB DESTINATION

The contractor shall deliver supplies, all transportation charges paid, to destination in accordance with the clause in Section F of the Schedule titled FAR 52.247-34 FOB Destination (NOV 1991).

Receiving Officer

Naval Research Laboratory

Contract Number

ATTN: *Insert Technical Manager or COR

CODE: *Insert

LOCATION:

*Insert

Bldg. 49

4555 Overlook Avenue, SW

Washington DC 20375-5320

(To be filled in at time of award.)*

SECTION G

CONTRACT ADMINISTRATION DATA

G-1 PROCURING OFFICE REPRESENTATIVE

In order to expedite administration of the contract, the Administrative Contracting Officer (ACO) will direct inquiries to the appropriate office listed below. Please do not direct routine inquiries to the person listed in Item 20A on Standard Form 26.

a. Contractor Inquiries:

Administrative Contracting Officer (ACO) - See Block 6 of Standard Form 26

b. Administrative Contracting Officer Inquiries:

Contract Specialist – Valarie Hall, Valarie.hall@nrl.navy.mil, (202) 767-9399

Security Matters- Contracting Officer for Security, Code 1226, (202) 767-2240, DSN 297-2240, email: security-group@nrl.navy.mil

Safety Matters- Head, Safety Branch, Code 3540, (202)767-2232, DSN 297-2232, email: safety@nrl.navy.mil

Patent Matters- Associate Counsel (Intellectual Property), Code 1008.2, (202)404-1552, DSN 297-1552, email: patents@nrl.navy.mil

Release of Data- Public Affairs Officer, Code 1030 (202) 767-2541, DSN 297-2541, email: publicaffairs@nrl.navy.mil

G-2 252.232-7006 – WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

See DoD Class Deviation [2013-O0005](#), Wide Area WorkFlow Payment Instructions, issued on January 22, 2013. This deviation authorizes contractors performing work under contracts administered by ONR Regional Offices to use PayWeb, while it is being phased out, as an alternate method of sending submissions to Wide Area Workflow in addition to the more commonly used methods listed in DFARS 252.232-7006. This deviation remains in effect until September 30, 2014.

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

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

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

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

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

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

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

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

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

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

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

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

__ Invoice and Receiving Report (Combo) _____

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

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

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

_____ Destination _____

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

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

ROUTING DATA TABLE*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	

Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	N00173 Extension
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	N00173 Extension
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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

COR Inserted at time of award@nrl.navy.mil

AO Inserted at time of award

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

(g) WAWF point of contact.

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

Donna Washington: donna.washington@nrl.navy.mil or 202-767-0547

Jovanka Caton-Cambell: Jovanka.Caton@nrl.navy.mil or 202-404-3557

(Contracting Officer: Insert applicable information or "Not applicable.")

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

(End of clause)

G-3 CONTRACTING OFFICER'S REPRESENTATIVE (COR) – FUNCTIONS AND LIMITATIONS

Fill-in Official name; Code; Phone#; email@nrl.navy.mil is hereby designated the cognizant COR who will represent the Contracting Officer in the technical monitoring and administration of this contract. In accordance with Section E, the COR will accomplish inspection and acceptance of deliverables under this contract. The COR is not otherwise authorized to make any representations or commitments of any kind on behalf of the Contracting Officer or the Government. The COR does not have the authority to alter the Contractor's obligations or change the specifications in the contract. If, as a result of technical discussions, it is desirable to alter contract obligations or the statement of work, a modification must be issued in writing and signed by the Contracting Officer. Unless terminated sooner, this appointment is effective for the period of performance of this contract including any options, if exercised. COR authority may not be redelegated. No change in COR assignment shall be made without written notice by the Contracting Officer, who will modify the contract to reflect the change of COR assignment.

(To be completed at time of award)

G-4 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) *[Contracting Officer insert after negotiations]* is/are incrementally funded. For this/these item(s), the sum of \$ *[Contracting Officer insert after negotiations]* of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

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

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

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

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

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

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

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

On execution of contract	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____
(month) (day), (year)	\$ _____

(End of clause)

(To be filled in at time of award)

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H-1 TYPE OF CONTRACT

Firm Fixed Price

H-2 UNCLASSIFIED CONTRACT

This is an unclassified contract. Therefore, access to classified information or work in a classified area is not authorized.

H-3 REPRESENTATIONS AND CERTIFICATIONS

The Contractor's SAM Representations and Certifications valid from **Fill-in Date** to **Fill-in Date** are incorporated herein by reference.

The Contract Specific Representations and Certifications submitted by the contractor for this award are hereby incorporated by reference.

H-4 ELECTRONIC AND INFORMATION TECHNOLOGY (EIT)

In accordance with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d), all EIT supplies and services provided under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at 36 CFR part 1194 (see FAR Subpart 39.2). Electronic and information technology (EIT) is defined at FAR 2.101.

PART II - CONTRACT CLAUSES**SECTION I****CONTRACT CLAUSES****I-1 FAR 52.252-2 - CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available.

Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/farsite.html>

<http://heron.nrl.navy.mil/contracts/home.htm>

a. FEDERAL ACQUISITION REGULATION CLAUSES

<u>FAR CLAUSE</u>	<u>TITLE</u>	
52.202-1	Definitions	(NOV 2013)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant Against Contingent Fees	(APR 1984)
52.203-6	Restrictions On Subcontractor Sales To The Government	(SEP 2006)
52.203-7	Anti-Kickback Procedures	(OCT 2010)
52.203-8	Cancellation, Rescission, And Recovery Of Funds For Illegal Or Improper Activity	(JAN 1997)
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	(JAN 1997)
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	(OCT 2010)
52.204-4	Printed Or Copied Double-Sided On Recycled Paper	(MAY 2011)
52.204-7	System for Award Management	(JUL 2013)
52.204-9	Personal Identity Verification Of Contractor Personnel	(JAN 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(JUL 2013)

52.209-6	Protecting The Government's Interest When Subcontracting With Contractors Debarred, Suspended, Or Proposed For Debarment	(AUG 2013)
52.209-10	Prohibition on Contracting with Inverted Domestic Corporations	(MAY 2012)
52.211-5	Material Requirements	(AUG 2000)
52.211-15	Defense Priority And Allocation Requirements	(APR 2008)
52.215-2	Audit And Records-Negotiation	(OCT 2010)
52.215-8	Order Of Precedence - Uniform Contract Format	(OCT 1997)
52.215-21	Requirements For Cost Or Pricing Data Or Information Other Than Cost or Pricing Data -Modifications	(OCT 2010)
52.219-6	Notice Of Total Small-Business Set-Aside	(NOV 2011)
52.219-8	Utilization Of Small Business Concerns	(JUL 2013)
52.219-14	Limitations On Subcontracting	(NOV 2011)
52.222-2	Payment For Overtime Premiums - The Use Of Overtime Is Authorized Under This Contract If The Overtime Premium Does Not Exceed " <u>Q</u> "	(JUL 1990)
52.222-3	Convict Labor	(JUN 2003)
52.222-4	Contract Work Hours And Safety Standards Act-Overtime Compensation	(JUL 2005)
52.222-19	Child Labor – Cooperation With Authorities And Remedies	(DEC 2013)
52.222-20	Walsh-Healey Public Contracts Act	(OCT 2010)
52.222-21	Prohibition Of Segregated Facilities	(FEB 1999)
52.222-26	Equal Opportunity	(MAR 2007)
52.222-35	Equal Opportunity For Veterans	(SEP 2010)
52.222-36	Affirmative Action For Workers With Disabilities	(OCT 2010)
52.222-37	Employment Reports On Veterans	(SEP 2010)
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	(DEC 2010)
52.222-50	Combating Trafficking In Persons	(FEB 2009)
52.222-54	Employment Eligibility Verification	(AUG 2013)
52.223-3	Hazardous Material Identification And Material Safety Data	(JAN 1997)
52.223-4	Recovered Material Certification	(MAY 2008)

52.223-5	Pollution Prevention And Right-To-Know Information	(MAY 2011)
52.223-6	Drug-Free Workplace	(MAY 2001)
52.223-10	Waste Reduction Program	(MAY 2011)
52.223-15	Energy Efficiency In Energy-Consuming Products	(DEC 2007)
52.223-16	IEEE 1680 Standard For The Environmental Assessment Of Personal Computer Products	(DEC 2007)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(AUG 2011)
52.225-13	Restrictions On Certain Foreign Purchases	(JUN 2008)
52.227-1	Authorization And Consent	(DEC 2007)
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	(DEC 2007)
52.228-5	Insurance - Work on a Government Installation	(JAN 1997)
52.229-3	Federal, State, And Local Taxes	(FEB 2013)
52.232-1	Payments	(APR 1984)
52.232-8	Discounts For Prompt Payment	(FEB 2002)
52.232-9	Limitation On Withholding Of Payments	(APR 1984)
52.232-11	Extras	(APR 1984)
52.232-17	Interest	(OCT 2010)
52.232-23	Assignment Of Claims	(JAN 1986)
	with Alternate I	(APR 1984)
52.232-25	Prompt Payment	(JUL 2013)
52.232-33	Payment By Electronic Funds Transfer-System for Award Management	(JUL 2013)
52.233-1	Disputes	(JUL 2002)
52.233-3	Protest After Award	(AUG 1996)
	with Alternate I	(JUN 1985)
52.233-4	Applicable Law For Breach Of Contract Claim	(OCT 2004)
52.237-2	Protection Of Government Buildings, Equipment And Vegetation	(APR 1984)
52.237-3	Continuity Of Services	(JAN 1991)

52.239-1	Privacy Or Security Safeguards	(AUG 1996)
52.242-13	Bankruptcy	(JUL 1995)
52.243-1	Changes - Fixed Price	(AUG 1987)
52.244-6	Subcontracts For Commercial Items	(DEC 2013)
52.246-23	Limitation Of Liability	(FEB 1997)
52.247-63	Preference For U. S. Flag Air Carriers	(JUN 2003)
52.247-64	Preference For Privately Owned U.S. Flag Commercial Vessels	(FEB 2006)
52.248-1	Value Engineering	(OCT 2010)
52.249-2	Termination For Convenience Of The Government (Fixed Price)	(APR 2012)
52.249-8	Default (Fixed-Price Supply And Service)	(APR 1984)
52.251-1	Government Supply Sources	(APR 2012)
52.252-6	Authorized Deviations in Clauses (FILL IN: <u>Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2)</u>)	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

b. DEPARTMENT OF DEFENSE FEDERAL ACQUISITION REGULATION CLAUSES

<u>DFARS CLAUSE</u>	<u>TITLE</u>	
252.201-7000	Contracting Officer's Representative	(DEC 1991)
252.203-7000	Requirements Relating to Compensation of Former DOD Officials	(SEP 2011)
252.203-7001	Prohibition On Persons Convicted Of Fraud Or Other Defense Contract Related Felonies	(DEC 2008)
252.203-7002	Requirement To Inform Employees Of Whistleblower Rights	(SEP 2013)
252.203-7003	Agency Office of the Inspector General	(DEC 2012)
252.204-7002	Payment For Subline Items Not Separately Priced	(DEC 1991)
252.204-7003	Control Of Government Personnel Work Product	(APR 1992)
252.204-7004	Alternate A System for Award Management	(FEB 2014)
252.209-7004	Subcontracting With Firms That Are Owned Or Controlled By The Government Of A Terrorist Country	(DEC 2006)
252.211-7003	Item Identification And Valuation (FILL IN: <u>none in (c)(1)(ii) and</u>	(JUN 2013)

(c)(1)(iii))

252.211-7006	Passive Radio Frequency Identification	(SEP 2011)
252.211-7007	Reporting of Government-Furnished Property	(AUG 2012)
252.211-7008	Use of Government-Assigned Serial Numbers	(SEP 2010)
252.223-7001	Hazard Warning Labels	(DEC 1991)
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	(APR 2012)
252.225-7002	Qualifying Country Sources As Subcontractors	(DEC 2012)
252.225-7008	Restriction on Acquisition of Specialty Metals	(MAR 2013)
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	(JUN 2013)
252.225-7012	Preference For Certain Domestic Commodities	(FEB 2013)
252.225-7013	Duty Free Entry	(OCT 2013)
252.225-7016	Restriction On Acquisition Of Ball And Roller Bearings	(JUN 2011)
252.225-7017	Photovoltaic Devices	(JAN 2014)
252.225-7021	Trade Agreements	(OCT 2013)
252.225-7025	Restriction On Acquisition Of Forgings	(DEC 2009)
252.225-7030	Restriction on Acquisition Of Carbon, Alloy, And Armor Steel Plate	(DEC 2006)
252.225-7048	Export-Controlled Items	(JUN 2013)
252.227-7013	Rights In Technical Data -- Noncommercial Items	(FEB 2014)
252.227-7014	Rights In Noncommercial Computer Software And Noncommercial Computer Software Documentation	(FEB 2014)
252.227-7015	Technical Data – Commercial Items	(FEB 2014)
252.227-7016	Rights In Bid Or Proposal Information	(JAN 2011)
252.227-7030	Technical Data--Withholding Of Payment	(MAR 2000)
252.227-7037	Validation Of Restrictive Markings On Technical Data	(JUN 2013)
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	(JUN 2012)
252.232-7010	Levies On Contract Payments	(DEC 2006)

252.242-7005	Contractor Business Systems	(FEB 2012)
252.242-7006	Accounting System Administration	(FEB 2012)
252.243-7001	Pricing Of Contract Modifications	(DEC 1991)
252.243-7002	Requests For Equitable Adjustment	(DEC 2012)
252.244-7000	Subcontracts For Commercial Items And Commercial Components (DoD Contracts)	(JUN 2013)
252.246-7003	Notification Of Potential Safety Issues	(JUN 2013)
252.246-7007	Contractor Counterfeit Electronic Part Detection And Avoidance System	(MAY 2014)
252.247-7024	Notification Of Transportation Of Supplies By <i>Sea (will be included if the successful offeror made a negative response to the inquiry at DFARS 252.247-7022)</i>	(MAR 2000)
252.251-7000	Ordering From Government Supply Sources	(AUG 2012)

I-2 FAR 52.219-28 - POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts—

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it is, is not a small business concern under NAICS Code **Fill-in** assigned to contract number **Fill-in**. [*Contractor to sign and date and insert authorized signer's name and title*].

(End of clause)

I-3 FAR 52.223-11 - Ozone-Depleting Substances (MAY 2001)

(a) *Definitions.* "Ozone-depleting substance", as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR Part 82 as –

- (1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or
- (2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

WARNING

Contains (or manufactured with, if applicable) **Fill-in**, a substance(s)

which harm(s) public health and environment by destroying ozone in the upper atmosphere.

*The Contractor shall insert the name of the substance(s).

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J

LIST OF ATTACHMENTS

DOCUMENT TYPE	DESCRIPTION	DATE	PAGES
Exhibit A	Contract Data Requirements List (CDRL) DD1423	05-14-14	10
Attachment 1	Statement of Work (SOW)	05-14-14	16

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

K-1 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR RESPONDENTS

In accordance with FAR 4.1201, prospective contractors must complete electronic annual representations and certifications in conjunction with required registration in the System for Award Management (SAM) at <http://www.sam.gov>. The representations and certifications must be updated as necessary, but at least annually, to ensure they are kept current, accurate and complete.

In addition, each offeror must complete the additional contract specific representations and certifications below:

K-2 52.204-8 -- ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2014)

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **335314**.

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

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)

(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

(i) Paragraph (d) applies.

(ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)

(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to—

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

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

[Contracting Officer check as appropriate.]

(i) 52.219-22, Small Disadvantaged Business Status.

(A) Basic.

(B) Alternate I.

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change

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

(End of Provision)

K-3 52.209-7 –INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

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

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

“Federal contracts and grants with total value greater than \$10,000,000” means—

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

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

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

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

- (1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the

subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

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

(End of provision)

K-4 252.225-7010 COMMERCIAL DERIVATIVE MILITARY ARTICLE—SPECIALTY METALS COMPLIANCE CERTIFICATE. (JUL 2009)

(a) *Definitions.* “Commercial derivative military article,” “commercially available off-the-shelf item,” “produce,” “required form,” and “specialty metal,” as used in this provision, have the meanings given in the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-7009).

(b) The offeror shall list in this paragraph any commercial derivative military articles it intends to deliver under any contract resulting from this solicitation using the alternative compliance for commercial derivative military articles, as specified in paragraph (d) of the clause of this solicitation entitled “Restriction on Acquisition of Certain Articles Containing Specialty Metals” (DFARS 252.225-

7009). The offeror's designation of an item as a "commercial derivative military article" will be subject to Government review and approval.

Insert Article

Insert Article

(c) If the offeror has listed any commercial derivative military articles in paragraph (b) of this provision, the offeror certifies that, if awarded a contract as a result of this solicitation, and if the Government approves the designation of the listed item(s) as commercial derivative military articles, the offeror and its subcontractor(s) will demonstrate that individually or collectively they have entered into a contractual agreement or agreements to purchase an amount of domestically melted or produced specialty metal in the required form, for use during the period of contract performance in the production of each commercial derivative military article and the related commercial article, that is not less than the Contractor's good faith estimate of the greater of—

(1) An amount equivalent to 120 percent of the amount of specialty metal that is required to carry out the production of the commercial derivative military article (including the work performed under each subcontract); or

(2) An amount equivalent to 50 percent of the amount of specialty metal that will be purchased by the Contractor and its subcontractors for use during such period in the production of the commercial derivative military article and the related commercial article.

(d) For the purposes of this provision, the amount of specialty metal that is required to carry out the production of the commercial derivative military article includes specialty metal contained in any item, including commercially available off-the-shelf items, incorporated into such commercial derivative military articles.

(End of provision)

K-5 252.225-7018 – PHOTOVOLTAIC DEVICES – CERTIFICATE (JAN 2014)

(a) *Definitions.* "Bahrainian photovoltaic device," "Canadian photovoltaic device," "Caribbean Basin photovoltaic device," "designated country," "designated country photovoltaic device," "domestic photovoltaic device," "foreign photovoltaic device," "Free Trade Agreement country," "Free Trade Agreement photovoltaic device," "Korean photovoltaic device," "least developed country photovoltaic device," "Moroccan photovoltaic device," "Panamanian photovoltaic device," "Peruvian photovoltaic device," "photovoltaic device," "qualifying country," "qualifying country photovoltaic device," "United States," "U.S.-made photovoltaic device," and "WTO GPA country photovoltaic device" have the meanings given in the Photovoltaic Devices clause of this solicitation.

(b) *Restrictions.* The following restrictions apply, depending on the estimated value of any photovoltaic devices to be utilized under a resultant contract:

(1) If more than \$3,000 but less than \$204,000, then the Government will not accept an offer specifying the use of other foreign photovoltaic devices in paragraph (d)(2)(ii), (d)(3)(ii) or (d)(4)(ii) of this provision, unless the offeror documents to the satisfaction of the Contracting Officer that the price of the foreign photovoltaic device plus 50 percent is less than the price of a comparable domestic photovoltaic device.

(2) If \$204,000 or more, then the Government will consider only offers that utilize photovoltaic devices that are U.S.-made, qualifying country, or designated country photovoltaic devices.

(c) *Country in which a designated country photovoltaic device was wholly manufactured or was substantially transformed.* If the estimated value of the photovoltaic devices to be utilized under a resultant contract exceeds \$25,000, the Offeror's certification that such photovoltaic device (e.g., solar panel) is a designated country photovoltaic device shall be consistent with country of origin determinations by the U.S. Customs and Border Protection with regard to importation of the same or similar photovoltaic devices into the United States. If the Offeror is uncertain as to what the country of origin would be determined to be by the U.S. Customs and Border Protection, the Offeror shall request a determination from U.S. Customs and Border Protection. (See <http://www.cbp.gov/xp/cgov/trade/legal/rulings/>.)

(d) *Certification and identification of country of origin.*

[The offeror shall check the block and fill in the blank for one of the following paragraphs, based on the estimated value and the country of origin of photovoltaic devices to be utilized in performance of the contract:]

____(1) No photovoltaic devices will be utilized in performance of the contract, or such photovoltaic devices have an estimated value of \$3,000 or less.

(2) If more than \$3,000 but less than \$25,000—

____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device or a qualifying country photovoltaic device [*Offeror to specify country of origin* _____]; or

____ (ii) The foreign (other than qualifying country) photovoltaic devices to be utilized in performance of the contract are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(3) If \$25,000 or more but less than \$79,507—

_____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country photovoltaic device; or a Canadian photovoltaic device [*Offeror to specify country of origin* _____]; or

_____ (ii) The foreign (other than qualifying country or Canadian) photovoltaic devices to be utilized in performance of the contract are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(4) If \$79,507 or more but less than \$100,000—

_____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Korean, Moroccan, Panamanian, or Peruvian photovoltaic device) [*Offeror to specify country of origin* _____]; or

_____ (ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(5) If \$100,000 or more but less than \$204,000—

_____ (i) The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a domestic photovoltaic device; a qualifying country (except Australian or Canadian) photovoltaic device; a Free Trade Agreement country photovoltaic device (other than a Bahrainian, Moroccan, Panamanian, or Peruvian photovoltaic device) [*Offeror to specify country of origin* _____]; or

_____ (ii) The offered foreign photovoltaic devices (other than those from countries listed in paragraph (c)(4)(i) of this provision) are the product of _____. [*Offeror to specify country of origin, if known, and provide documentation that the cost of a domestic photovoltaic device would be unreasonable in comparison to the cost of the proposed foreign photovoltaic device.*]

(6) If \$204,000 or more—

_____ The offeror certifies that each photovoltaic device to be utilized in performance of the contract is a U.S.-made, qualifying country, or designated country photovoltaic device. [*Offeror to specify country of origin*_____.]

(End of provision)

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS

L-1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acqnet.gov/far>

<http://heron.nrl.navy.mil/contracts/home.htm>

FAR CLAUSE TITLE

52.204-6	Data Universal Numbering System (DUNS) Number	(JUL 2013)
52.211-2	Availability Of Specifications, Standards, And Data Item Descriptions Listed In The Acquisition Streamlining And Standardization Information System (ASSIST)	(JAN 2006)
52.214-34	Submission Of Offers In The English Language	(APR 1991)
52.214-35	Submission Of Offers In U.S. Currency	(APR 1991)
52.215-1	Instructions To Offerors- Competitive Acquisition	(JAN 2004)
52.215-16	Facilities Capital Cost Of Money	(JUN 2003)

DFARS CLAUSE**TITLE**

252.209-7001	Disclosure Of Ownership Or Control By The Government Of A Terrorist Country	(JAN 2009)
252.215-7008	Only One Offer	(OCT 2013)

L-2 INSTRUCTIONS FOR SUBMISSION OF PROPOSALS/OFFERS

All proposals shall be submitted in accordance with FAR 52.215-1- *Instructions to Offerors-Competitive Acquisition*. Proposals/offers submitted in paper media through the United States Postal Service (USPS) or overnight delivery services shall be addressed:

Valarie Hall, ATTN: Code 3230
RFP N00173-14-R-VH02
Naval Research Laboratory
4555 Overlook Avenue, S.W.
Washington, D.C. 20375

Closing Date: See SF33 Block 9
Time: See SF33 Block 9

Proposals may be hand delivered to the Contracting Office, NRL, 4555 Overlook Avenue, S.W., Washington, D.C. 20375, Building 222; Room 115; the office is open between the hours of 8AM until 4PM, local time, excluding weekends and federal holidays. NRL is a controlled-access facility. Photo identification will be required. Report first to Building 72, Visitor Control for access to NRL. After receiving a Visitor Pass, proceed directly to Building 222, Room 115, Contracting Office Receptionist to deliver the proposal. All offerors shall allow sufficient time for delivery of their proposal to the Contracting Office prior to the closing date and time announced in the solicitation. Directions and additional information about NRL is available at <http://www.nrl.navy.mil/aboutdc.htm> facsimile proposals are not authorized.

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

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

L-4 FAR 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 2010) ALT IV (OCT 2010)

Submission of cost or pricing data is not required.

Provide data described below

See Section L-11, Volume II – Business Proposal. Offerors should provide information to enable the Contracting Officer to determine that the proposed price is fair and reasonable. Such information could include published price lists, information on previous sales of the same or similar items, or the projected costs of fabricating and installing the item (materials costs, labor cost, etc)

L-5 FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **Firm Fixed Price** contract resulting from this solicitation.

L-6 FAR 52.233-2 - SERVICE OF PROTEST (SEP 2006)

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 the Control Desk, Code 3200, Bldg. 222, Rm. 115, Naval Research Laboratory, 4555 Overlook Ave., S.W., Washington DC 20375-5326.

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

L-7 INQUIRIES CONCERNING THE RFP

Any questions concerning the RFP must be submitted in writing to the Contracting Officer representative at the location noted in blocks 7 and 10 of the Standard Form 33, *Solicitation, Offer and Award*. Offerors are cautioned against directing any questions concerning this RFP to technical personnel at the Naval Research Laboratory.

L-8 SECURITY REQUIREMENTS

Access to classified information is not required to submit a proposal for this statement of work. However, prospective offerors shall have the required facility clearance in accordance with attached DD254 at the time of proposal and personnel available with final DoD granted personnel security clearances required for performance of the contract.

L-9 PROPOSAL ORGANIZATION

(1) Required Copies:

VOLUME	TITLE	ORIGINALS	ADD'L COPIES	Electronic
I	Technical/Management Proposal	1	3	2
II	Business Proposal Including price for entire contract	1	3	2

(2) No attempt is made to restrict the proposal format and style. However, the proposal should

be written and organized so as to be compatible with the RFP. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations. The proposal must demonstrate in sufficient detail that the supplies or services proposed comply with the requirements of the RFP Statement of Work or Specifications. General statements that the offeror can or will comply with the requirements, that standard procedures will be used, that well known techniques will be used, or paraphrases of the RFP's Statement of Work or Specification in whole or in part will not constitute compliance with these requirements concerning the content of the technical proposal. Failure to conform to any of the requirements of the RFP may form the basis for rejection of the proposal.

(3) Information for the technical/management proposal shall be placed in Volume I and be completely separate from the business proposal (Volume II).

(4) Proposal Format and Length - No attempt is made to restrict the proposal format and style. However, the proposal should be written and organized so as to be compatible with the RFP. Offerors are encouraged to use recycled paper and maximize the use of double sided copying when preparing responses to solicitations.

L-10 VOLUME I - TECHNICAL/MANAGEMENT PROPOSAL

(1) Include a matrix indicating proposed labor hours by skill category required to perform the statement of work.

(2) The following information is required for evaluation of your technical/management :

TECHNICAL FACTORS:

Factor 1: Technical Understanding

Technical Understanding - The Offeror's proposal shall provide a narrative description that clearly demonstrates the company's experience on projects with technical tasks similar in size, scope and complexity to those required in the Statement of Work. The documentation should be sufficient to support both the prime and subcontractors' breadth and depth of experience as it relates to the Statement of Work and should clearly demonstrate (1) the relationship between the company's experience and the tasks required under the Statement of Work and (2) prior or current programs in the task areas.

The offeror shall clearly state and provide evidence of their capabilities and approach, including a risk evaluation to execute the TVAC PLC system upgrade activities. The Offeror's proposal shall include responses to the following:

1. In the current configuration, when roughing Big Blue the blowers are a restriction to the mechanical pump until the pressure in the roughing line is low enough to start the blowers full speed. In the new configuration the blowers are to be started at very slow speed and the speed increased according to pressure.

- a. The Offeror shall describe their approach, methods, and/or techniques to control the blower speed so that the inlet pressure to the mechanical does not get too high.
2. The Offeror shall describe their approach, methods, and/or techniques to document the source code so that in the future programmers will be able to understand what the program instructions do and why.
3. The Offeror shall describe their approach, methods, and/or techniques that will be used to helium leak test any modification to the vacuum piping.
4. The Offeror shall describe their approach, methods, and/or techniques to ensure that in the event an alarm condition occurs the operator will have has enough information to understand why the alarm condition occurred.
5. The Offeror shall describe their approach, methods, and/or techniques to tune the all of the Proportional Integral Derivative control loops.
6. There are a number of actuators which respond slowly including, but not limited to, the large gate valves.
 - a. The Offeror shall describe their approach, methods, and/or techniques to show the user a command to the actuator has been accepted, so that they don't attempt to re-activate it, and;
 - b. The Offeror shall describe their approach, methods, and/or techniques to show the user the actuator has completed or not completed its operation, so they can proceed with the next operation, or diagnose a faulty actuator.
7. Whenever any control is locked out;
 - a. The Offeror shall describe their approach, methods, and/or techniques to identify locked out controls to the operator.
 - b. The Offeror shall describe their approach, methods, and/or techniques to notify the operator what additional condition(s) must be met before enabling the control?
8. The Offeror shall describe their approach, methods, and/or techniques for an operator to access history data, including both measurements and controls.
9. The Offeror shall describe what maintenance modes will be implemented.
10. The Offeror shall provide screens shot(s) of an HMI(s) previously designed that exemplify the approach(es) that will be used on this project.

Factor 2: Management Ability

The offeror shall provide a detailed management plan that outlines the schedule assuring a smooth and effective TVAC PLC system upgrade. The management plan must identify a schedule and a milestone chart, the proposed approach to ensuring the project remains on schedule. The plan should also include any control procedures and methods the Offerors intend to use to ensure a timely completion of the

project. The offeror shall indicate major interrelationships between transition events on the network schedule. The impact of these interrelationships on the schedule, as well as, a description of how delays will be mitigated, must be explained in the Offeror's management plan. The offeror shall also provide a narrative description of its management experience on projects with technical efforts similar to those required in the Statement of Work. This description should clearly demonstrate the how the company's management efforts resulted in its ability to meet performance, cost, and schedule goals on projects of similar size and complexity. The offeror should demonstrate the management controls, procedures and methods necessary to assure accomplishment of procurement, subcontracting, status reporting, security and personnel staffing requirements.

.PAST PERFORMANCE INFORMATION

(a) Offerors shall submit the following information as part of their proposal. (Offerors are encouraged to submit the information prior to other parts of the proposal to assist the government in reducing the length of the evaluation period.) List the last 5 contracts or subcontracts completed by the offeror or predecessor companies during the past 5 years for services similar in nature to this requirement. Include any current contracts or subcontracts for similar services that were awarded at least one year prior to the date of this solicitation. Offerors that have no similar previous or current contracts should provide the requested information for proposed subcontractors that will perform major or critical aspects of the requirement or for the proposed project manager or key personnel responsible for major or critical aspects of the requirement.

1. Name of contracting organization.
2. Contract number
3. Contract type
4. Total contract value
5. Description of the contract work
6. Contracting officer and telephone number
7. Contracting officer's representative, program manager, or similar official and telephone number

(b) Offerors shall contact the contracting organizations identified pursuant to paragraph (a) as soon as possible and request them to send past performance information on the identified contracts to the address in Block 7 of the face page of this solicitation. The past performance report which is available electronically in full text at <http://heron.nrl.navy.mil/contracts/home.htm> is to be provided to the contracting organization for this purpose. If the contracting organization has already collected past performance information on the contract pursuant to FAR Subpart 42.15, the format used to collect the information may be used instead of the past performance report.

(c) Offerors may include in their proposals specific information relating to problems encountered in performing the identified contracts and any corrective actions by the offeror. Offerors should not provide general information on their performance on the identified contracts as this will be obtained from the contracting organizations.

L-11 VOLUME II - BUSINESS PROPOSAL

PRICE PROPOSAL

The offeror shall submit a business proposal that includes a price proposal with supporting information. The supporting breakdown should include such elements as materials, direct labor, indirect cost, and other costs such as travel. The offeror shall provide exhibits as necessary to substantiate the price.

L-12 CRITERIA FOR ALTERNATE PROPOSALS

Alternate Proposals will not be accepted.

L-13 CRITERIA FOR A DFARS 252.227-7017 - IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JAN 2011)

- (a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—
- (1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
 - (2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.
- (b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovation Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.
- (c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.
- (d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers shall be submitted as an attachment to its offer in the

following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's
Use, Release, or Disclosure of Technical Data or Computer
Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion **	Asserted Rights Category ***	Name of Person Asserting Restrictions****
Fill-in	Fill-in	Fill-in	Fill-in

* For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such items, component, or process. For computer software or computer software documentation identify the software or documentation.

** Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

*** Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

**** Corporation, individual, or other person, as appropriate.

***** Enter "none" when all data or software will be submitted without restrictions.

Date

Printed Name and Title

Signature

(End of identification and assertion)

(e) An Offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion.

L-14 POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

Pursuant to FAR 9.5 and the definitions provided therein:

(a) Definitions

Organizational Conflict of Interest: FAR 2.1 defines "Organizational Conflict of Interest" as a situation in which "...because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage." For the purposes of this contract, the term Organizational Conflict of Interest means that a relationship exists between the contractor (including the successor-in-interest, assignee or affiliated divisions, subsidiaries, employees, consultants, or subcontractors, hereinafter referred to as "Contractor") and another in which the underlying interests of the contractor and the other party directly or indirectly (1) may influence, affect or diminish the contractor's ability to give impartial, technically sound, objective assistance, conclusions, advice or recommendations, or may otherwise result in a biased work product to or for the Government, or (2) may result in an unfair competitive advantage.

(b) Purpose

The primary purpose of this clause is to ensure that the Contractor (1) does not obtain an unfair competitive advantage over other parties by virtue of its performance of this contract, and (2) is not biased because of its current or planned interests (financial, contractual, organizational or otherwise) which relate to the work under this contract.

(c) Description of the Effort

This contract is for research and development activities in support of various NRL Programs. In the performance of this contract, the contractor may be required to make certain findings, conclusions and recommendations to the Government. The Contractor may also be required to have access to other Contractor's proprietary data in order to make those findings, conclusions and recommendations to the Government. Because the Government requires total objectivity and impartiality in performance of this contract, the contractor must be free from any biased influences and interests which will impact, directly or indirectly, on the contractor's decision making process.

(d) Nature of Conflict

(1) Providing Systems engineering and technical direction

- (2) Preparing specifications or work statements
 - (3) Providing evaluation services; and
 - (4) Obtaining access to proprietary information
- (e) Disclosure Statement

If the Offeror is aware of circumstances that may hinder its ability to render impartial, technically sound, and unbiased assessments, recommendations and/or evaluations; or that circumstances exist that may result in the appearance that it may have any unfair competitive advantage, the offeror shall provide a full disclosure statement. The statement must describe in a concise manner all relevant facts concerning any past, present or currently planned interest (financial, contractual, organizational, or otherwise) relating to the work to be performed hereunder and bearing on whether the offeror has a possible organizational conflict of interest with respect to (1) impartial, technically sound, and unbiased assessments, recommendations and/or evaluations, or (2) being given an unfair competitive advantage. Prospective Offerors should refer to FAR 9.5 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest. If the Offeror is not aware of any circumstances of this nature, then the Offeror shall provide a statement stating such.

The government will review the statement submitted and may require additional relevant information from the offeror. All such information and any other relevant information will be used by the government to determine whether an award to the offeror may create an organizational conflict of interest. If found to exist, the Government may (1) impose appropriate conditions which avoid such conflict, (2) disqualify the offeror, or (3) determine that it is otherwise in the best interest of the Government to contract with the offeror by including appropriate conditions mitigating such conflict in the contract awarded.

The refusal to provide the disclosure of any additional information as required shall result in disqualification of the offeror for award. The nondisclosure or misrepresentation of any relevant interest may also result in the disqualification of the offeror for award, or if such nondisclosure or misrepresentation is discovered after award, the Government may terminate the contract for default, recommend that the contractor be disqualified from subsequent related contracts, or be subject to such other remedial actions as may be permitted or provided by law. The attention of the offeror in complying with this provision is directed to 18 U.S.C. 1001 and 31 U.S.C. 3802(a)(2).

Depending on the nature of the contract activities, the offeror may, because of possible organizational conflicts of interest, propose to exclude specific kinds of work from the statement, unless the solicitation specifically prohibits such exclusion. Any such proposed exclusion by an offeror shall be considered by the Government in the evaluation of proposals, and if the Government considers the proposed excluded work to be an essential or integral part of the required work, the proposal may be rejected as unacceptable.

No award shall be made until the disclosure has been evaluated by the Government. Failure to provide the disclosure will be deemed to be a minor informality and the offeror or contractor shall be required to promptly correct the omission.

If the Contracting Officer determines that a potential conflict exists, the prospective offeror shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of this clause are subject to negotiation.

SECTION M

EVALUATION FACTORS FOR AWARD

M-1 EVALUATION

(a) Award will be made to the responsible offeror whose proposal is determined to provide the best overall value to the Government in accordance with the established criteria and rating methodology set forth in Section M-2 below.

(b) Selection will be based on a complete assessment of each Offeror’s technical proposal, past performance information and price proposal. Within the best value continuum, the Government will employ a Price/Technical Tradeoff analysis of both price and non-price factors (FAR 15.101-1) in evaluating each proposal submitted. The Technical Factors are listed in decreasing order of importance. The non-price evaluation criteria (technical and past performance), when combined, are significantly more important than price. However, as non-price factors become closer in perceived value, price considerations will become more important. Trade-off considerations may result in the determination that it is in the best interest of the Government to award to other than the lowest priced offeror or other than the highest technically rated offeror.

(c) To be considered for award, a rating of no less than “Acceptable” must be achieved for the technical factors.

M-2 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated in accordance with the following criteria. The technical factor is more important than the price factor.

(a) The following chart depicts the Evaluation Factors to be used:

Technical Factors
Technical Understanding
Management Ability
Non-Price Factors
Past Performance Factor
Cost Factor

(b) Adjectival Ratings/Definitions:

The following adjectival ratings and rating definitions will be used to assign an overall rating to each technical factor and the small business factor:

Table 1. Combined Technical/Risk Ratings		
Color	Rating	Description
Blue	Outstanding	Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful performance is very low.
Purple	Good	Proposal meets requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful performance is low.
Green	Acceptable	Proposal meets requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful performance is no worse than moderate.
Yellow	Marginal	Proposal does not clearly meet requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more weaknesses which are not offset by strengths. Risk of unsuccessful performance is high
Red	Unacceptable	Proposal does not meet requirements and contains one or more deficiencies. Proposal is unawardable.

<u>Definitions:</u> The following definitions are provided to assist evaluators in the evaluation of each factor.	
Strength	A proposed method or technique in the proposal that exceeds the solicitation requirements and is of value to the Government.
Weakness	A flaw in the proposal that increases the risk of unsuccessful contract performance.
Significant Weakness	A flaw that appreciably increases the risk of unsuccessful contract performance.

Deficiency	A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.
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(c) Rating Methodology

All proposals shall be subject to evaluation by a team of Government personnel.

(1) Relative order of importance: The evaluation will be based on a complete assessment of the Offeror’s technical proposal, past performance information and price proposal. Technical is significantly more important than past performance and the non-price evaluation criteria (technical and past performance), when combined, are significantly more important than price. However, price becomes more important as non-price factors become equal.

Non-price technical proposals shall be evaluated on the following Two (2) factors which are ranked in the following order of importance Technical Understanding is more important than Management Ability, which are of equal,

(2) Proposals will be assessed on how well each Offeror’s proposal meets the solicitation requirements and the risks associated with the Offeror’s approach. Determining how well the Offeror’s proposal meets the solicitation requirements will be accomplished in two steps. First, a determination will be made if the Offeror’s proposal meets the solicitation requirements. Next, the discriminators will be identified for the proposals reflecting the unique strengths, weaknesses, significant weaknesses, and deficiencies of each offer. In addition, the Government will examine the impact of each discriminator and assess its relative value to the Government. In order to make a sound selection decision, the Government needs to understand the ways in which a given proposal is considered technically strong, as well as the ways in which it is weak or deficient. Hence, a catalog of the strengths, weaknesses, and deficiencies (in terms of the evaluation criteria) will be utilized to facilitate the process of determining which proposal presents the best overall value to the Government.

(3) The Offerors will receive one overall rating value for the non-price proposal evaluation factors. Price, while being an important factor, is not in and of itself the determining factor in the selection of the successful offeror for award of the contract contemplated by this solicitation. The Contracting Officer may reasonably determine that the superior solution/approach merits a higher price, and therefore represents the best value to the Government. The Contracting Officer, using sound business judgment, will base the selection decision on the integrated assessment of the Offeror(s)’ non-price factors and price factor measured against the evaluation criteria listed below:

M-2-1. TECHNICAL/MANAGEMENT

(1) FACTOR 1 TECHNICAL UNDERSTANDING

The Government will evaluate the soundness of the Offeror's technical merit, including the Offeror's understanding of the technical requirement.

The documentation should be sufficient to support both the prime and subcontractors’ breadth and depth of experience as it relates to the Statement of Work and should clearly demonstrate

(1) the relationship between the company's experience and the tasks required under the Statement of Work.

The Government will evaluate the extent the Offeror's proposal clearly states and provides evidence of their capabilities and approach, including a risk evaluation to execute the TVAC PLC system upgrade activities, to include the Offeror's responses to the question set for in Section L -10, Factor 1.

(2) FACTOR 2 MANAGEMENT ABILITY

The Government will evaluate the soundness of the Offeror's project management approach for accomplishing the task.

The Government will evaluate the extent the Offeror's proposal provides a detailed Management Plan that outlines the schedule assuring a smooth and effective TVAC PLC system upgrade. The Management Plan should identify a schedule and a milestone chart, the proposed approach to ensuring the project remains on schedule. The Plan should also include any control procedures and methods the Offerors intend to use to ensure a timely completion of the project. The Government will evaluate the extent the Offeror's proposal indicates major interrelationships between transition events on the network schedule. The impact of these interrelationships on the schedule, as well as, a description of how delays will be mitigated, will be evaluated in the Offeror's Management Plan.

The Government will also evaluate the extent the Offerors proposal describes its management experience on projects with technical efforts similar to those required in the Statement of Work. The description should clearly demonstrate the how the Offerors management efforts resulted in its ability to meet performance, cost, and schedule goals on projects of similar size and complexity. The offeror should demonstrate the management controls, procedures and methods necessary to assure accomplishment of procurement, subcontracting, status reporting, and personnel staffing requirements.

(3) PAST PERFORMANCE

Past performance will be evaluated on the basis of the quality of the work performed or supplies delivered and timeliness of performance or delivery. The evaluation will be based on the information provided pursuant to Section L and other sources if available. The evaluation will take into account past performance information regarding predecessor companies, subcontractors that will perform major or critical aspects of the requirement. 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 begin proposal evaluation prior to receipt of past performance information. If, after completion of proposal evaluation except evaluation of past performance, the contracting officer determines that evaluation of past performance will not affect the outcome of competitive selection, the contracting officer may waive its evaluation in accordance with FAR

15.304(c)(3)(iv).

The past performance evaluation will consider each Offeror’s demonstrated recent and relevant record of performance in supplying products and services that meet the contract requirements. Past performance information reviewed will pertain to work performed that is similar to that required by the Statement of Work. In determining relevance, consideration will be given to contracts of similar project complexity, scope, type and schedule. Offeror’s Past performance will be evaluated on the basis of the quality of the work performed, timeliness of the performance, and effectiveness of management, compliance with cost/price estimates, customer satisfaction, and overall performance. An offeror with no relevant past performance information will receive a neutral rating, i.e., the rating will not add to or detract from the Offeror’s rating for this factor.

Offeror’s past performance will be rated using the evaluation rating scales shown below:

Past Performance Relevancy Ratings	
Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

Performance Confidence Assessments	
Rating	Definition
Substantial Confidence	Based on the Offeror’s recent/relevant performance record, the Government has a high expectation that the offeror will successfully perform the required effort.
Satisfactory	Based on the Offeror’s recent/relevant performance record,

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

M-2-2 PRICE TO THE GOVERNMENT

Proposed estimated price to the Government.