

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 33		
2. CONTRACT NO.		3. SOLICITATION NO. N39430-15-T-1647	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [] NEGOTIATED (RFP)	5. DATE ISSUED 25 Mar 2015	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301			CODE N39430	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE		
TEL:			FAX:		TEL:			
FAX:			FAX:		FAX:			
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ 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 _____ until _____ local time _____ (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 GERALYN PABLO		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-982-5605		C. E-MAIL ADDRESS geralyn.pablo@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)								
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 NO (Include area code)		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE		
		<input type="checkbox"/>						
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM		
				(4 copies unless otherwise specified)				
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		28. AWARD DATE		
TEL:				EMAIL:		(Signature of Contracting Officer)		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Base Period FFP Expert Review, Presentation, and Technical Report Writing for Innovations and Advancements in the environmental industry that would allow the Navy to achieve improved risk reduction at legacy impacted sites across the U.S. per Tasks 1 and 2. FOB: Destination		Project		
				NET AMT	<hr/>

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	Option Period FFP In-depth Evaluation of Portfolio Optimization Alternatives per Task 3 FOB: Destination		Project		
				NET AMT	<hr/>

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

Innovative Technologies and Methods for Improved Risk Reduction at Legacy Sites

This Contract is to provide the Navy with a report on appropriate innovations and advancements in the environmental industry that would allow the Navy to achieve improved risk reduction at legacy impacted sites across the U.S. The contractor will review past history and current status at up to 38 sites across the U.S. and submit a report on their findings and recommendations to the Navy.

SECTION 1.0 – INTRODUCTION

Naval Facilities Engineering Command (NAVFAC) Engineering and Expeditionary Warfare Center (EXWC) is assisting NAVFAC Headquarters (HQ) in reviewing the Navy's legacy impacted sites that have particularly challenging and persistent technical, regulatory, and administrative issues. NAVFAC HQ has identified up to 38 sites with soil and groundwater impacts where innovative technologies and innovative methods could be used to improve the Navy's approach towards treating soil and groundwater in a more timely and cost effective fashion. This PWS solicits expert review and a technical report from contractors with industry-leading subject matter experts (SMEs), who have a demonstrated background in the use of state-of-the-art and innovative techniques for treating impacted sites. For diversity of scientific judgments, the Navy expects to acquire a findings and recommendations report separately from each of two contractors.

The Navy will conduct an initial review of the selected sites and create a Site Summary profile. The Site Summary, along with available site documents (i.e., Remedial Investigation, Record of Decision, Remedial Design, Remedial Action, long-term monitoring reports), will be posted to a shared website for retrieval.

Each SME that the contractors use to develop the findings and recommendations report will have an educational background that includes a doctorate in environmental engineering or one of the environmental sciences (e.g., geology, biology, limnology, or chemistry) and at least 20 years of experience in soil and groundwater cleanup projects. Each SME should demonstrate his/her knowledge and expertise through technical publications (particularly books and journal articles), patents, university affiliations, invited presentations at events organized by major U.S. professional organizations like the National Ground Water Association (NGWA), invited presentations at major Department of Defense (DoD) organizations involved in innovative technologies (such as, Federal Remediation Technologies Roundtable and Strategic Environmental Research and Development Program / Environmental Security Technology Certification Program), invited participation on workshops and expert panels organized by leading national and regional organizations, and leadership experience in numerous groundwater treatment projects. Each contractor will submit a summary report prepared by the SME to NAVFAC EXWC on his/her findings and recommendations. This report will be incorporated by EXWC into a broader optimization guidance that EXWC will prepare for NAVFAC HQ. NAVFAC EXWC expects to select up to two contractors for this project.

SECTION 2.0 – PERFORMANCE REQUIREMENTS

NAVFAC EXWC is assisting NAVFAC HQ with reviewing up to 38 sites with soil and groundwater impacts to identify opportunities to optimize the portfolio of sites from a response complete date, cost-to-complete, exit strategy, and/or risk reduction perspective. Many of these sites have pump-and-treat systems (ex-situ treatment) that have been operational for many years to extract and treat impacted groundwater. Other sites may have implemented in-situ treatment (e.g., bioremediation or monitored natural attenuation [MNA]) to mitigate soil and groundwater impacts. Based on similar expert reviews and numerous Tiger Teams that the Navy has conducted in the past to identify new technologies and improvements for legacy impacted sites, the Navy estimates that each SME will provide up to 200 hours of expert review, presentation, and report writing support for this task.

Task1: Site Summaries Review and PowerPoint® Presentation

Each SME will critically review the site history, the geologic setting, the human health and ecological risk profiles, and regulatory framework of the sites and assist Navy reviewers in identifying innovative ways of reducing risk, accelerating site cleanup, and reducing long-term cleanup costs. The site background for 38 higher priority sites that contains relevant site information would be prepared in summary form by the Navy staff members on the optimization project and presented to the SMEs for review. Navy staff members will also provide preliminary recommendations for improvement. Each SME will review the site summaries and work with Navy staff to identify potential points of improvements in the Navy's cleanup approach at individual sites and sites as a group (for example all pump-and-treat sites or all MNA sites).

A teleconference call followed by a face-to-face meeting (up to 2 days of face time) in Washington D.C. between Navy staff members and the SMEs will be held to discuss the site summaries and preliminary recommendations and this will be an opportunity for the SMEs to obtain more information and clarification from the Navy team. A second a face-to-face meeting (up to 2 days of face time) among the same participants will be held in Washington D.C. after the SMEs have analyzed the Navy site summaries and preliminary recommendations. In the second meeting, the SMEs will be asked to present (in PowerPoint®) their own individual recommendations that may add to or revise the Navy team's preliminary recommendations. The contractor will post findings and recommendations summaries to the established project website for Navy members to retrieve.

Task 2: Draft and Final Recommendations Reports

The Navy team will use the SMEs' recommendations to prepare a draft report for review by the individual Navy site managers and other Navy stakeholders. The SMEs and Navy team members will discuss the feedback from the Navy site managers and stakeholders in a conference call. Then, each SME will prepare a brief draft-final written report of their final conclusions and recommendations and present it to the Navy team in a conference call. The contractor will post their conclusion and recommendations to the established project SharePoint® website for Navy members to retrieve. The report will provide informed suggestions on a path forward for individual sites and/or sites as a group, where common issues and themes can be identified (e.g., pump-and-treat sites or MNA sites or bioremediation sites). Based on comments from the Navy team, each SME will revise and submit a final report.

Optional Task 3: In-Depth Evaluation of Portfolio Optimization Alternatives

The Navy anticipates that initial the finding and recommendations provided by the SMEs may need further input to guide implementation at Installation Restoration Program (IRP) site(s). The Navy requests pricing of an option for additional support to conduct in-depth evaluation of selected IRP site optimization finding and recommendations. This effort will advance the findings and recommendations deliverable (Task 2) with regard to the implementation issues identified with the initial group of 38 IRP sites or as the optimization findings and recommendations may apply to other IRP sites in the Navy's IRP portfolio. The SME will provide a draft and final Supplemental Finding and Recommendations report. The SME will attend a face-to-face meeting (up to 2 days of face time) in Washington D.C. between Navy staff members and the SMEs will be held to discuss the draft-final Supplemental Findings and Recommendations report. The Navy expects the face-to-face meeting to occur 45 days after submittal of the Draft-Final Report. The Navy estimates the submittal of the Final Supplemental Findings and Recommendations report to occur 45 days after the face-to-face meeting. Based on similar review projects conducted in the past, the Navy estimates that this Option will involve 200 hours of each SME's time and the associated travel.

SECTION 3.0 – DELIVERABLES AND SCHEDULE

Each SME will submit the following deliverables:

1. PowerPoint® presentation with findings and recommendations describing improvements in the site restoration approach at the Navy sites reviewed
2. Brief draft-final report with conclusions and recommendations
3. Brief final report with conclusions and recommendations.

The schedule for these activities is as shown in Table 1. The base period Notice to Proceed is expected to occur on or about 1 May 2015.

Table 1. Schedule of Tasks

Task	Description	Approximate Time from Notice to Proceed
1a	Each SME receives site summaries from Navy teams	0.5 month
1b	Conference call with Navy team to discuss site summaries	1.5 month
1c	Meeting in Washington DC to discuss site summaries	1 month
1d	Meeting in Washington DC to discuss SME's recommendations (presented in PowerPoint® and posted to project shared website)	3 months
2a	Each SME provides a draft-final report with recommendations (posted to project shared website)	4 months
2b	Conference call to discuss feedback from Navy site managers and stakeholders	5 months
2c	Each SME provides a final report with recommendations (posted to project shared website)	6 months
Option 3	In-Depth Evaluation of Portfolio Optimization Alternatives	TBD (If Exercised)
Option 3a	Draft-Final Supplemental Findings and Recommendations (posted to project shared website)	TBD at time Option is exercised
Option 3b	Meeting in Washington DC to discuss SME's recommendations (presented in PowerPoint® and posted to project shared website)	TBD at time Option is exercised
Option 3c	Final Supplemental Findings and Recommendations (posted to project shared website)	TBD at time Option is exercised

SECTION 4.0 – PROJECT MANAGEMENT

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SECTION 5.0 – PERIOD OF PERFORMANCE

The period of performance (POP) for this contract shall be for a base period of eight (8) months from the date of contract award, plus one (1) option period of six (6) months and is subject to the availability of Government funds. The option period (Optional Task 3) may extend the POP or run in concurrence, in whole or part, with the base POP. The option period may be exercised when determined by the Government to be in its best interest and in accordance with applicable acquisition regulations and policies.

In accordance with FAR 52.217-9 Option to Extend the Term of the Contract (Mar 2000), the Government may extend the term of the Contract by written notice to the Contractor prior to contract expiration provided that the

Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended contract shall be considered to include this option clause.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

252.201-7000 Contracting Officer's Representative

DEC 1991

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2015 TO 01-JAN-2016	N/A	N/A FOB: Destination	
0002	POP 01-JAN-2016 TO 01-JUL-2016	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order

AUG 1989

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

(c) WAWF access. To access WAWF, the Contractor shall--

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

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

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

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

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

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

Navy Construction/Facilities Management Invoice

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

N/A

(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	N68732
Issue By DoDAAC	N39430
Admin DoDAAC	N39430
Inspect By DoDAAC	N39430
Ship To Code	NA
Ship From Code	NA
Mark For Code	NA
Service Approver (DoDAAC)	NA
Service Acceptor (DoDAAC)	N39430
Accept at Other DoDAAC	NA
LPO DoDAAC	N39430
DCAA Auditor DoDAAC	NA
Other DoDAAC(s)	NA

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

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

Contracting Officer: elizabeth.corder@navy.mil
 Contract Specialist: geralyn.castro@navy.mil
 PSA: vaisala.tutogi@navy.mil

(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.

PSA: vaisala.tutogi@navy.mil

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

(End of clause)

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.204-13	System for Award Management Maintenance	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	DEC 2014
52.219-1	Small Business Program Representations	OCT 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
52.227-14	Rights in Data--General	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.243-1	Changes--Fixed Price	AUG 1987
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.249-1	Termination For Convenience Of The Government (Fixed Price) (Short Form)	APR 1984
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7999 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements. (DEVIATION 2015-O0010)	FEB 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012

CLAUSES INCORPORATED BY FULL TEXT

52.213-4 TERMS AND CONDITIONS--SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS) (MAR 2015)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses that are incorporated by reference:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

(ii) 52.222-21, Prohibition of Segregated Facilities (Feb 1999) (E.O. 11246).

(iii) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).

(iv) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.o.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(v) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).

(vi) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(2) Listed below are additional clauses that apply:

(i) 52.232-1, Payments (Apr 1984).

(ii) 52.232-8, Discounts for Prompt Payment (Feb 2002).

(iii) 52.232-11, Extras (Apr 1984).

(iv) 52.232-25, Prompt Payment (July 2013).

(v) 52.232-39, Unenforceability of Unauthorized Obligations (Jun 2013).

(vi) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).

(vii) 52.233-1, Disputes (MAY 2014).

(viii) 52.244-6, Subcontracts for Commercial Items (March 2, 2015)

(ix) 52.253-1, Computer Generated Forms (Jan 1991).

(b) The Contractor shall comply with the following FAR clauses, incorporated by reference, unless the circumstances do not apply:

(1) The clauses listed below implement provisions of law or Executive order:

(i) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (July 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note) (Applies to contracts valued at \$25,000 or more).

(ii) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126). (Applies to contracts for supplies exceeding the micro-purchase threshold.)

(iii) 52.222-20, Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000 (MAY 2014) (41 U.S.C. chapter 65) (Applies to supply contracts over \$15,000 in the United States, Puerto Rico, or the U.S. Virgin Islands).

(iv) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(v) 52.222-36, Equal Employment for Workers with Disabilities (July 2014) (29 U.S.C. 793). (Applies to contracts over \$15,000, unless the work is to be performed outside the United States by employees recruited outside the United States.) (For purposes of this clause, "United States" includes the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.)

(vi) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212) (applies to contracts of \$100,000 or more).

(vii) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67) (Applies to service contracts over \$2,500 that are subject to the Service Contract Labor Standards statute and will be performed in the United States, District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, Johnston Island, Wake Island, or the outer Continental Shelf.)

(viii) (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627) (Applies to all solicitations and contracts).

(B) Alternate I (applies if the Contracting Officer has filled in the following information with regard to applicable directives or notices: Document title(s), source for obtaining document(s), and contract performance location outside the United States to which the document applies.

(ix) 52.223-5, Pollution Prevention and Right-to-Know Information (May 2011) (E.O. 13423) (Applies to services performed on Federal facilities).

(x) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b) (Unless exempt pursuant to 23.204, applies to contracts when energy-consuming products listed in the ENERGY STAR Program or Federal Energy Management Program (FEMP) will be--

(A) Delivered;

(B) Acquired by the Contractor for use in performing services at a Federally-controlled facility;

(C) Furnished by the Contractor for use by the Government; or

(D) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.)

(xi) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83) (Applies to contracts for supplies, and to contracts for services involving the furnishing of supplies, for use in the United States or its outlying areas, if the value of the supply contract or supply portion of a service contract exceeds the micro-purchase threshold and the acquisition—

(A) Is set aside for small business concerns; or

(B) Cannot be set aside for small business concerns (see 19.502-2), and does not exceed \$25,000.)

(xii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792) (Applies to contracts greater than \$25,000 that provide for the provision, the service, or the sale of food in the United States.)

(xiii) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Jul 2013). (Applies when the payment will be made by electronic funds transfer (EFT) and the payment office uses the System for Award Management (SAM) database as its source of EFT information.)

(xiv) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013). (Applies when the payment will be made by EFT and the payment office does not use the SAM database as its source of EFT information.)

(xv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241). (Applies to supplies transported by ocean vessels (except for the types of subcontracts listed at 47.504(d).))

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658) (Applies when 52.222-6 or 52.222-41 are in the contract and performance in whole or in part is in the United States (the 50 States and the District of Columbia).)

(2) Listed below are additional clauses that may apply:

(i) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (Applies to contracts over \$30,000).

(ii) 52.211-17, Delivery of Excess Quantities (SEPT 1989) (Applies to fixed-price supplies).

(iii) 52.247-29, F.o.b. Origin (FEB 2006) (Applies to supplies if delivery is f.o.b. origin).

(iv) 52.247-34, F.o.b. Destination (NOV 1991) (Applies to supplies if delivery is f.o.b. destination).

(c) 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):

FAR: <http://www.arnet.gov/far>

DFARS: <http://www.dtic.mil/dfars/>

NFAS: <http://acq.navfac.navy.mil/nfas.asp>

(d) Inspection/Acceptance. The Contractor shall tender for acceptance only those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its postacceptance rights--

(1) Within a reasonable period of time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(e) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(f) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges that the Contractor can demonstrate to the satisfaction of the Government, using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost

principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(g) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(h) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor prior to contract expiration, provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 14 months.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

In no event shall any understanding or agreement between the Contractor and any Government employee other than the Contracting Officer on any contract, modification, change order, letter or verbal direction to the Contractor be effective or binding upon the Government. All such actions must be formalized by a proper contractual document executed by an appointed Contracting Officer. The Contractor is hereby put on notice that in the event a Government employee other than the Contracting Officer directs a change in the work to be performed or increases the scope of the work to be performed, it is the Contractor's responsibility to make inquiry of the Contracting Officer before making the deviation. Payments will not be made without being authorized by an appointed Contracting Officer with the legal authority to bind the Government.

(End of Clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

(a) The contract will be administered by an authorized representative of the Contracting Officer. In no event, however, will any understanding or agreement, modification, change order, or other matter deviating from the terms of the contract between the Contractor and any person other than the Contracting Officer be effective or binding upon the Government, unless formalized by proper contractual documents executed by the Contracting Officer prior to completion of this contract. The authorized representative as indicated hereinafter:

 X (1) The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

 (2) The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

 (3) The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Qualifications & Experience of Key Personnel	1	25-MAR-2015
Attachment 2	Past Performance Questionnaire	4	
Attachment 3	Schedule of Total Price	1	25-MAR-2015
Attachment 4	Certificate of Non-Disclosure	1	25-MAR-2015

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
252.203-7998 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements—Representation. (DEVIATION 2015-00010)	FEB 2015

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$15,000,000.

(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 System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

() Paragraph (d) applies.

() 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.
- (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 Certificate. This provision applies to solicitations containing the clause at 52.225-1.

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

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

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

(C) If the acquisition value is \$50,000 or more but is less than \$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 solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

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

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

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

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

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

N/A (vi) 52.227-6, Royalty Information.

N/A (A) Basic.

N/A (B) Alternate I.

N/A (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 website 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)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

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

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

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

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

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

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

___ (iii) 252.225-7020, Trade Agreements Certificate.

___ Use with Alternate I.

___ (iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <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 FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. 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/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTIONS TO OFFERORS

L.1 INQUIRIES BY PROSPECTIVE OFFERORS

Questions concerning any aspect of this solicitation shall be submitted via electronic mail to Elizabeth.Corder@navy.mil and Geraldyn.Castro@navy.mil using the following in the email subject line: ***N39430-15-T-1647 Questions***. Please submit questions by April 09, 2015 at 2:00 p.m. Pacific and allow 4-5 business days for responses. The questions should include the page number and paragraph number or identifier, which pertains to the offeror’s question. All questions will be answered via written amendment to the solicitation.

L.2 ORGANIZATION OF OFFER

1. Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The information shall be organized as follows:
 - a. Cover Letter. A letter containing the following:
 - i. Name and address of offeror;
 - ii. The name of the person or persons authorized to represent the offeror in contractual matters, including final negotiations; and
 - iii. The address and telephone number for the authorized representative of the offeror.
 - b. SF 33
 - c. Volume I - Technical Proposal
 - d. Volume II – Price Proposal

The technical proposal must address the evaluation factors in Section M and include all required documentation outlined in Section L. The documentation shall be provided in volumes formatted as described below:

VOLUME	FACTOR	PAGE LIMITATION	TITLE
I	1	15	Key Personnel
I	2	N/A	Past Performance
II	3	N/A	Price Proposal

2. Each factor of the proposal shall be a separate PDF clearly marked as to volume number, title, copy number, solicitation identification, the offeror's name and technical factor. The cover letter, SF 33, Volume I, and Volume II shall be submitted as four (4) separate PDFs. Offerors are required to submit a separate cover letter for each volume. The cover letter for Volume I shall be submitted as a separate PDF; the cover letter for Volume II shall be incorporated into the PDF for Volume II in addition to the Completed Schedule of Total Price. Offerors are permitted to submit Attachment J-3 in Excel format in addition to the PDF format for Volume II. In effect, the PDF for Volume I will contain Factors 1 and 2. A separate PDF is required for each volume, not each factor.
3. The proposal shall contain a detailed table of contents to outline the subparagraphs within that volume.
4. The proposal shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations.
5. Submission of the proposal shall be typewritten and shall be presented on Standard 8.5 x 11 inch page size, one-inch margins, single-spacing using not less than 12-point Times New Roman font print. Each section shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the RFP number. Pages submitted that exceed the limits in the chart above will not be considered in the evaluation. The cover letter, blank pages, tables of contents, glossaries, and indexes are not considered a "page" for page limit purposes.

L.3 PREPARATION OF OFFERS

For the purposes of this request for proposal, the terms “offeror”, “contractor”, and “Prime Contractor” are used synonymously. These instructions provide guidance to the offeror in preparing the proposal and describe the approach for development and presentation of the proposed data in response to this solicitation.

1. Offerors are expected to examine and comply with all instructions. Failure to do so will be at the Offerors risk and may cause the proposal to be eliminated to be considered for award. Alternate proposals are not allowed and will not be considered or evaluated by the Government.
2. Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. **THE PERSON SIGNING THE OFFER MUST INITIAL ERASURES OR OTHER CHANGES.** Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
3. Each volume shall be marked with the name of the prime proposer, the solicitation number, and the date and time specified for receipt of proposals.
4. To aid in evaluation, proposals shall be clearly and precisely written as well as neat, indexed, and/or cross-referenced, if appropriate, and logically assembled consistent with the selection criteria.
5. The Offeror shall clearly state in their proposal how they intend to execute this contract. Mere acknowledgment or restatement of a requirement or task is not acceptable. Relevance to the effort listed herein is critical.
6. Unclassified proposals are required.
7. Legible tables, charts, graphs, diagrams, schematics and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, and plans. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. **The 11 x 17 inch page size shall only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text.** For tables, charts, graphs and figures, the font shall be no smaller than 12 point Times New Roman. Design drawings may be in offeror's format, provided standard commercial policies and practices are followed. All information (except documentation numbers, classification markings, and page numbers) shall be contained within an image area of 9 x 15-1/2 inches.
8. The contractor's response shall be in the English language.

L.4 SUBMISSION OF OFFERS

The proposals shall be received at or before **2:00 P.M. PST on 16 April 2015** by electronic mail to Elizabeth.Corder@navy.mil and Geraldyn.Castro@navy.mil. The email must contain a list of attachments to ensure all **attachments** have been transmitted and received. Multiple emails may be necessary due to file size limitations. Confirm receipt of your proposal. Modifications, amendments, or withdrawal of proposals should also be submitted to the above email address.

L.5 EVALUATION METHODOLOGY FOR SUBMISSION OF PROPOSALS

1. Non-Cost/Price Factors and Price: Non-Cost/Price and Price will be evaluated as set forth in Section M of this solicitation and includes the following evaluation factors for award:
 - A. Non-Cost/Price Factors:

Factor 1: Qualifications and Experience of Key Personnel
 Factor 2: Past Performance

B. Factor 3: Price

2. In order to be properly evaluated against the criteria set forth in Section M, Offerors are required to prepare and submit offers/proposals to address the evaluation criteria, as follows:

(1) **Factor 1, Qualifications and Experience of Key Personnel:** This area concerns the Offeror's qualifications and experience as required in the PWS. At a minimum, the Offeror shall include in their proposal:

- Completed Attachment J-1, "Qualifications & Experience of Key Personnel," for the proposed SME. The SME proposed in the Exhibit is to be the person that will be provided by the offeror for these positions and include a letter of commitment from the contractor to EXWC. Proposed SME should have an educational background that includes a doctorate in environmental engineering or one of the environmental sciences (e.g., geology, biology, limnology, or chemistry) and at least 20 years of experience in soil and groundwater cleanup projects. Each SME should demonstrate his/her knowledge and expertise through technical publications (particularly books and journal articles), patents, university affiliations, invited presentations at events organized by major U.S. professional organizations like the National Ground Water Association (NGWA), invited presentations at major Department of Defense organizations involved in innovative technologies (such as, Federal Remediation Technologies Roundtable [FRTR] and Strategic Environmental Research and Development Program [SERDP] / Environmental Security Technology Certification Program [ESTCP]), invited participation on workshops and expert panels organized by leading national and regional organizations, and leadership experience in numerous groundwater treatment projects.

(2) **Factor 2, Past Performance**

Offerors may submit materials on at least two (2), but no more than six (6) previous contracts that demonstrate the offeror's ability to successfully deliver services that are similar to the work described in the performance work statement. Contracts listed may include those entered into by the Federal Government, agencies of state and local Governments, and commercial customers. If proposing a Joint Venture (JV), contracts from any offeror that is part of the JV may satisfy this submittal requirement. Offerors may submit contracts from key subcontractors for this factor, provided that offeror submits a binding instrument stating that the subcontractor will be utilized on the contract should an award be made to the offeror. Offerors may not submit contracts in which they were a subcontractor unless the offeror can clearly delineate the tasks and quality of work performed by the offeror for said contract.

For each contract, there are two submittal requirements: (1) past performance evaluation forms; and (2) a narrative statement.

(a) Past Performance Evaluation Forms

For each contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ). If a completed CPARS evaluation is available on the CPARS website for the contract, the offeror must submit the CPARS evaluation for the contract. If there is not a completed CPARS evaluation for the contract, a PPQ must be submitted. A PPQ form is included as Attachment J-2 in this solicitation. Offerors must submit the PPQ form to the client for completion. Offerors should take care to ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQs. Offerors should follow-up with clients/references to ensure timely submittal of the questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a contract before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will

provide contract and client information. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Geralyn Castro via email at geralyn.castro@navy.mil prior to proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available.

The Government will only consider recent past performance. Recent is defined as contracts completed no more than five years from the posting date of this RFP. In other words, contracts which were completed more than five years before the posting of this RFP will not be evaluated.

The requirement to submit these forms cannot be satisfied by directing the Government to consider forms or information submitted on other procurements. The Government may utilize previously submitted PPQ information or any other information available in the past performance evaluation.

(b) Narrative Statement

Offerors must submit a statement for each contract submitted that provides an overview of each contract and how the contract is relevant to the work described in the performance work statement of this solicitation. The statement for each contract may not exceed one page.

- (3) **Factor 3**, **Price:** The Contracting Officer has determined that certified cost or pricing data is not required for this solicitation. If, after receipt of proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness, the Contracting Officer may require data other than cost or pricing data in accordance with FAR 15.403-1(b) and 15.403-3(a) or certified cost or pricing data in accordance with FAR 15.403-4.

Offerors shall submit the following information for this factor:

(a) Cover Letter

(b) Completed Schedule of Total Price (See Attachment J-3 of the Solicitation)

Offerors shall submit with their price proposal a completed Schedule of Total Price, Attachment J-3. Attachment J-3 consists of the following parts: Total Price by CLIN and Total Contract Price. Instructions for each section are as follows:

TOTAL PRICE BY CLIN

Offerors shall complete and submit the schedule by CLIN for all associated costs for each CLIN.

For the FFP CLINs 0001 and 0002, Offerors should tailor the pricing schedule as necessary to reflect the company's cost rate structure.

TOTAL CONTRACT PRICE

Offerors shall complete and submit the section of the schedule for the total contract price. All elements of price shown on the Total Price must be consistent with the separate CLIN schedules.

In preparation of the price proposal, please note that the base period shall be for eight (8) months from the date of contract award. One (1) option period of six (6) months is included in the contract and may extend the period of performance (POP) or run in concurrence, in whole or part, with the base POP. The option period may be exercised when determined by the Government to be in its best interest and in accordance with applicable acquisition regulations and policies.

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

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

(End of provision)

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

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

<https://acquisition.gov/far/loadmainre.html>

(End of provision)

Section M - Evaluation Factors for Award

BASIS FOR EVALUATION

M.1 BASIS FOR AWARD

1. The Government intends to award two (2) contracts resulting from this solicitation to the responsible offeror(s) whose proposal represents the best value after evaluation in accordance with the factors in this solicitation and using the evaluation methodology as described in Section L.
2. Offers are solicited on an “all or none” basis in accordance with Section L. Failure to submit prices of all items and quantities listed shall be cause for rejection of the proposal.
3. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with and comply with the instructions given in this solicitation document and must satisfy the requirements set forth in this contract.
4. The Government reserves the right to reject any or all proposals at any time prior to selection, to negotiate with any or all offerors, to award a contract to other than the offeror submitting the lowest total price, and to award a contract to the offeror submitting the proposal determined to be the best value and most advantageous to the Government. The Tradeoff Process is selected as appropriate for this acquisition because it may be in the best interest of the Government to consider award to other than the lowest priced Offeror or other than the highest technically rated Offeror. Award may be made based on the initial proposals, without discussion or contact concerning the proposals received. Therefore, offerors initial proposals should contain their most favorable price and technical terms. Offerors will also be notified that should discussions be deemed necessary, the number of proposals in the competitive range may be limited to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2 EVALUATION FACTORS/BEST VALUE SELECTION

The relative order of importance of the non-cost/price evaluation factors is that the technical factor (Factor 1) is equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 2). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

The importance of price will increase if the offerors’ non-cost/price proposals are considered essentially equal in terms of overall quality, or if price is so high as to significantly diminish the value of a non-cost/price proposal’s superiority to the Government. Award will be made to the responsible offeror(s) whose offer conforms to the solicitation and represents the best value to the Government, price and non-price factors considered. The evaluation factors are outlined below:

A. Non-Cost/Price Factors:

- Factor 1 – Qualifications and Experience of Key Personnel
- Factor 2 – Past Performance

B. Factor 3 – Price

- (i) Factor 1 – Qualifications and Experience of Key Personnel: The Government will evaluate the extent to which the proposed SME (Attachment J-1) submitted demonstrates the experience, education, and qualifications to successfully meet the requirements of the PWS.

For Evaluation Factor 1 and for the Overall Non-Price Rating, use the following adjectival ratings:

Adjectival Ratings/Definitions For Overall Non-Price Rating and for Factor 1

Rating	Description
Outstanding (O)	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.
Good (G)	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.
Acceptable (A)	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.
Marginal (M)	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.
Unacceptable (U)	Proposal does not meet requirements and contains one or more deficiencies. Proposal is un-awardable.

Table 1, Adjectival Ratings/Definitions for Overall Non-Price Rating and for Factor 1

- (ii) Factor 2 – Past Performance: The Government will evaluate each offeror’s past performance using a two-step process. First, the Government will evaluate the relevancy of all contracts submitted by the offeror and other information available (Relevancy Assessment). Second, the Government will, considering relevancy and the offeror’s performance on those contracts, assign a Performance Confidence Assessment Rating.

(a) Relevancy Assessment

The Government will conduct a relevancy assessment of each contract submitted by the offeror to determine how close the work performed under those contracts relates to the work described in this solicitation. The Government is not obliged to seek out and consider information other than the information the offeror submits but may at its discretion consider recent and relevant information involving other contracts. This may include information submitted on other procurements, information in the Past Performance Information Retrieval System (PPIRS), information in the Federal Awardee Performance and Integrity Information System (FAPIS), information in the Electronic Subcontract Reporting System (eSRS), interviews with Government customers and commercial clients, and any other information available. The Government will evaluate the relevancy of contracts based on the evaluation scale in the table below. The terms “scope”, “magnitude” and “complexity” in the following table have broad meaning such that evaluators will consider any feature of a past contract which has a predicative effect on performance on the current contract.

The purpose of assessing relevancy is to take into account the predictive value of past effort toward success on this contract. Therefore, work performed under a government contract may be considered more relevant than work performed under a commercial contract. In addition, past performance as a prime contractor may be more relevant than the past effort performed as a sub-contractor.

Relevancy Assessment 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.

(b) Overall Performance Confidence Assessment Rating

Taking into account the Relevancy Assessment (Step 1), and the quality of performance on the past contracts, the Government will assign an overall performance confidence assessment rating for this factor (past performance rating) based on the scale in the table below.

The Government will evaluate the degree to which past performance evaluations and all other past performance information reviewed by the Government reflect a trend of satisfactory performance considering:

- A pattern of successful completion of tasks;
- A pattern of deliverables that are timely and of good quality;
- A pattern of cooperativeness and teamwork with the Government at all levels (task managers, contracting officers, auditors, etc.);
- Tasks that are identical to, similar to, or related to the task at hand; and
- A respect for stewardship of Government funds

The evaluation of past performance will include the Contractor’s history of reasonable and cooperative behavior, commitment to customer satisfaction, record of conforming to applicable law and industry standards, quality of workmanship, record of recommending and/or implementing innovative approaches and/or technologies; record of controlling costs; safety performance record, and adherence to schedules. The Government reserves the right to contact any other sources of information that may have knowledge or information on an Offeror’s relevant past performance history.

Offerors for whom past performance information is not available or is so sparse that no rating can be reasonably assigned will not be evaluated favorably or unfavorably and, as a result, will receive an “Unknown Confidence” rating for this factor (see FAR 15.305(a)(2)(iv)). A favorable record of relevant past performance may be considered more advantageous to the Government than an “Unknown Confidence” rating.

Performance Confidence Assessment Ratings

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

(iii) Factor 3 – Price: The Government will evaluate price based on the total price. Total price consists of the sum of the base CLINs and all option CLINs (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

The Government will conduct a price analysis based on the Offeror's Total Price to assess fair and reasonable price using one or more of the following techniques:

- Comparison of proposed prices received in response to the solicitation;
- Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar services;
- Use of parametric estimating methods or application of rough yardsticks (such as dollars per hour, per pound, per horsepower, or any other selected unit of measurement) to highlight significant inconsistencies that may warrant additional price inquiry;
- Comparison of proposed prices with burdened published price lists, published market prices, similar indexes, and/or discount or rebate arrangements;
- Comparison of proposed prices with Government cost estimates;
- Comparison of proposed prices with prices obtained through market research for the same or similar items.

If the Government cannot otherwise perform a price analysis using the pricing techniques specified above, a cost analysis may be performed. Any offeror that does not follow the submittal instructions of this factor may be considered unresponsive.

CLAUSES INCORPORATED BY REFERENCE

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