

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   88		
2. CONTRACT NO.		3. SOLICITATION NO. N00189-15-R-0002	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 12 Nov 2014	6. REQUISITION/PURCHASE NO. N5006414RCFOC14			
7. ISSUED BY NAVSUP FLC NORFOLK CONTRACTING NORFOLK OFFICE ATTN: J. ANDREWS 1968 GILBERT STREET, SUITE 600 NORFOLK VA 23511-3392			CODE N00189	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
			<b>See Item 7</b>		TEL:		FAX	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>4</u> 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 <u>02:00 PM</u> local time <u>15 Dec 2014</u> (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME JENNIFER L. ANDREWS		B. TELEPHONE (Include area code) (NO COLLECT CALLS) (757) 443-1319		C. E-MAIL ADDRESS jennifer.andrews@navy.mil		
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<b>OFFER (Must be fully completed by offeror)</b>								
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		
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. <input type="checkbox"/>			17. SIGNATURE		18. OFFER DATE	
<b>AWARD (To be completed by Government)</b>								
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	
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print)  TEL: EMAIL:					27. UNITED STATES OF AMERICA  (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	LABOR - FFP FFP FP Provision - Submarine Mechanical and Electronics Systems support services in accordance with the Performance Work Statement and Attachment I - Pricing Spreadsheet. FOB: Destination MILSTRIP: N5005414RCFOC14 PURCHASE REQUEST NUMBER: N5005414RCFOC14 SIGNAL CODE: J	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	LABOR - CPFF CPFF CPFF Provision - Submarine Mechanical and Electronics Systems support services in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: N5005414RCFOC14 SIGNAL CODE: J	UNDEFINED	Lot		

MAX COST

FIXED FEE

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TOTAL MAX COST + FEE

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1003	OTHER DIRECT COSTS (ODCs) COST	UNDEFINED	Lot		
	ODC cost shall be incurred and invoiced in accordance with the Performance Work Statement (PWS) and the terms and conditions of this contract.				
	FOB: Destination				
	MILSTRIP: N5005414RCFOC14				
	SIGNAL CODE: J				
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1004	TRAVEL COST	UNDEFINED	Lot		
	Travel cost shall be incurred and invoiced in accordance with the Performance Work Statement (PWS) and the terms and conditions of this contract.				
	FOB: Destination				
	MILSTRIP: N5005414RCFOC14				
	SIGNAL CODE: J				
				MAX COST	

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	LABOR - FP FFP FP Provision - Submarine Mechanical and Electronics Systems support services in accordance with the Performance Work Statement and Attachment I - Pricing Spreadsheet. FOB: Destination MILSTRIP: N5005414RCFOC14 SIGNAL CODE: J	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002 OPTION	LABOR - CPFF CPFF CPFF Provision - Submarine Mechanical and Electronics Systems support services in accordance with the Performance Work Statement. FOB: Destination MILSTRIP: N5005414RCFOC14 SIGNAL CODE: J	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2003 OPTION	OTHER DIRECT COSTS (ODCs) COST ODC cost shall be incurred and invoiced in accordance with the Performance Work Statement (PWS) and the terms and conditions of this contract. FOB: Destination MILSTRIP: N5005414RCFOC14 SIGNAL CODE: J	UNDEFINED	Lot		

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MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2004 OPTION	TRAVEL COST Travel cost shall be incurred and invoiced in accordance with the Performance Work Statement (PWS) and the terms and conditions of this contract. FOB: Destination MILSTRIP: N5005414RCFOC14 SIGNAL CODE: J	UNDEFINED	Lot		

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MAX  
NET AMT

**CLIN DELIVERY/TASK ORDER MINIMUM/MAXIMUM QUANTITY AND CLIN ORDER VALUE**

The minimum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not be less than the minimum quantity and order value stated in the following table. The maximum quantity and order value for the given Delivery/Task Order issued for this CLIN shall not exceed the maximum quantity and order value stated in the

following table.

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1001		\$		\$
1002		\$		\$
1003		\$		\$
1004		\$		\$
2001		\$		\$
2002		\$		\$
2003		\$		\$
2004		\$		\$

**B-1 LEVEL OF EFFORT (CPFF)**

- (a) The level of effort for the performance of this contract is shown in the tables below. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by the estimated man-hours of direct labor shown in the option year table below.
- (b) The estimated composition by labor category of the Estimated Total Hours is as follows:

**COST PLUS FIXED FEE LEVEL OF EFFORT**

<u>LABOR CATEGORY</u>	<u>Lot I</u>	<u>Lot II</u>	<u>Total</u>
Computer Programmer III	1,400	1,400	2,800
Computer Systems Engineer	1,400	1,400	2,800
Drafter/CAD Operator III	1,400	1,400	2,800
Drafter/CAD Operator III OT	350	350	700
Drafter/CAD Operator IV	1,400	1,400	2,800
Drafter/CAD Operator IV OT	350	350	700
Electrical Engineer	2,800	2,800	5,600
Electrician, Maintenance	5,600	5,600	11,200
Electrician, Maintenance OT	1,400	1,400	2,800
Engineering Technician IV	11,200	11,200	22,400
Engineering Tech IV OT	2,800	2,800	5,600
Engineering Technician V	35,000	35,000	70,000
Engineering Tech V OT	8,400	8,400	16,800
ILS Manager	4,200	4,200	8,400
ILS Specialist	7,000	7,000	14,000
ILS Specialist OT	2,100	2,100	4,200
IT Technician	4,200	4,200	8,400
IT Technician OT	1,050	1,050	2,100

Junior Engineer	1,400	1,400	2,800
Machinist, Maint.	5,600	5,600	11,200
Machinist, Maint OT	1,400	1,400	2,800
Maint. Trades Helper	4,200	4,200	8,400
Maint Trades Helper OT	1,050	1,050	2,100
Material Expeditor	4,200	4,200	8,400
Material Expeditor OT	1,050	1,050	2,100
Mechanical Engineer	6,300	6,300	12,600
Mechanic, Shipboard	5,600	5,600	11,200
Mechanic, Shipboard OT	1,400	1,400	2,800
Pipefitter	5,600	5,600	11,200
Pipefitter OT	1,400	1,400	2,800
Sheet Metal Worker	4,200	4,200	8,400
Sheet Metal Worker OT	1,050	1,050	2,100
Senior Systems Analyst	7,000	7,000	14,000
Senior Systems Engineer	7,000	7,000	14,000
Supply Support Manager	4,200	4,200	8,400
Supply Support Technician	12,600	12,600	25,200
Supply Support Technician OT	3,150	3,150	6,300
Systems Analyst	28,000	28,000	56,000
Technical Information Specialist	4,200	4,200	8,400
Technical Project Manager	4,200	4,200	8,400
Technical Writer II	7,000	7,000	14,000
Technical Writer II OT	1,050	1,050	2,100
Welder, Combination Maint.	1,400	1,400	2,800
Welder, Combination Maint. OT	875	875	1,750
Word Processor II	4,200	4,200	8,400
Word Processor II OT	1,050	1,050	2,100
Word Processor III	875	875	1,750
Word Processor III OT	350	350	700
<b>TOTAL</b>	<b>223,650</b>	<b>223,650</b>	<b>447,300</b>

- (c) The Estimated Total Hours include subcontracting hours but exclude holidays, sick leave, vacation days and other absences.
- (d) The number of man-hours expended per month shall be commensurate with the effort ordered and the required delivery date of such effort. The number of man-hours expended per month may fluctuate in pursuit of the technical objective, provided that such fluctuation does not result in the utilization of the total man-hours of effort prior to the expiration of the term thereof. The number of man-hours for any labor category may be utilized by the contractor for any other labor category if necessary in performance of the contract.
- (e) The contractor shall not be obligated to continue performance beyond the Estimated Total Hours or funded amount. The Contracting Officer may extend the period of performance of the contract in order to expend the Estimated Total Hours.

(End of Clause)

**B-2 LOE ESTIMATE**

Level of Effort (LOE) Estimate

It is understood and agreed that the number of hours and the total dollar amount for each labor category specified in this solicitation and resultant contract are estimates only and shall not limit the use of hours or dollar amounts in any labor category which may be required and provided for during performance of this contract. Accordingly, in the performance of the contract, the contractor is permitted to adjust the quantity of labor hours provided for within labor categories specified in the contract provided that in so performing the contractor shall not in any event exceed the ceiling price or funding restrictions of the contract, including modifications thereof.

(End of Clause)

**B-3 PAYMENT OF FIXED FEE**

**NOTE: The fixed Fee rate applies only to Cost Plus Fixed Fee orders.**

The fixed fee for work performed under this contract is \$\_\_\*\_\_ provided that approximately 223,650 hours of technical effort are employed by the contractor in performance of this contract.

The Government shall make monthly payments of the fixed fee at the rate of \$\_\_\*\*\_\_ per direct labor hour invoiced by the contractor. All payments shall be in accordance with the provisions of FAR 52.216-8, "Fixed Fee," and FAR 52.216-7, "Allowable Cost and Payment." The total of all such payments shall not exceed eighty-five (85%) percent of the fixed fee specified under each applicable task order. Any balance of fixed fee due the contractor shall be paid to the Contractor, and any over-payment of fixed fee shall be repaid to the Government by the Contractor, or otherwise credited to the Government at the time of final payment.

	Fixed Fee	Hours	Fixed Fee Rate
Lot I	\$__*__	<u>223,650</u>	\$__**__
Lot II	\$__*__	<u>223,650</u>	\$__**__

\* To be filled in by the offeror using the proposed fixed fee dollar amount.

\*\* To be filled in by offeror. Calculate this rate by dividing the fixed fee amount by the number of hours.

(End of Clause)

**B-4 HISTORICAL LEVEL OF EFFORT (FIXED PRICE)**

For information purposes only, the historical level of effort for Fixed Price contract performance is provided below:

<b>FIXED PRICE LEVEL OF EFFORT</b>			
<b><u>LABOR CATEGORY</u></b>	<b><u>Lot I</u></b>	<b><u>Lot II</u></b>	<b><u>Total</u></b>
Computer Programmer III	600	600	1200
Computer Systems Engineer	600	600	1200
Drafter/CAD Operator III	600	600	1200
Drafter/CAD Operator III OT	150	150	300
Drafter/CAD Operator IV	600	600	1200
Drafter/CAD Operator IV OT	150	150	300
Electrical Engineer	1200	1200	2400
Electrician, Maintenance	2400	2400	4800
Electrician, Maintenance OT	600	600	1200
Engineering Technician IV	4800	4800	9600
Engineering Tech IV OT	1200	1200	2400
Engineering Technician V	15000	15000	30000
Engineering Tech V OT	3600	3600	7200

ILS Manager	1800	1800	3600
ILS Specialist	3000	3000	6000
ILS Specialist OT	900	900	1800
IT Technician	1800	1800	3600
IT Technician OT	450	450	900
Junior Engineer	600	600	1200
Machinist, Maint.	2400	2400	4800
Machinist, Maint OT	600	600	1200
Maint. Trades Helper	1800	1800	3600
Maint Trades Helper OT	450	450	900
Material Expeditor	1800	1800	3600
Material Expeditor OT	450	450	900
Mechanical Engineer	2700	2700	5400
Mechanic, Shipboard	2400	2400	4800
Mechanic, Shipboard OT	600	600	1200
Pipefitter	2400	2400	4800
Pipefitter OT	600	600	1200
Sheet Metal Worker	1800	1800	3600
Sheet Metal Worker OT	450	450	900
Senior Systems Analyst	3000	3000	6000
Senior Systems Engineer	3000	3000	6000
Supply Support Manager	1800	1800	3600
Supply Support Technician	5400	5400	10800
Supply Support Technician OT	1350	1350	2700
Systems Analyst	12000	12000	24000
Technical Information Specialist	1800	1800	3600
Technical Project Manager	1800	1800	3600
Technical Writer II	3000	3000	6000
Technical Writer II OT	450	450	900
Welder, Combination Maint.	600	600	1200
Welder, Combination Maint. OT	150	150	300
Word Processor II	1800	1800	3600
Word Processor II OT	450	450	900
Word Processor III	600	600	1200
Word Processor III OT	150	150	300
TOTAL	95,850	95,850	191,700

(End of Clause)

CONTRACT MINIMUM/MAXIMUM

The “minimum” and “maximum” to be established per FAR Clause 52.216-22 are as follows:

Minimum Guarantee (\$)	Maximum Quantity (\$ Base and all option years)
\$40,000	Total Contract Value for Base and One Option Year

The minimum Guarantee is for the entire life of the contract, base year plus one (1) one year option period. The accounting and appropriation data for the minimum guarantee of \$40,000.00 will be provided at the time of contract award. In the case of multiple awards the minimum guarantee will be equally divided among the contracts.

All other funds to be obligated under this contract will be obligated at the task order level.

## Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTPERFORMANCE WORK STATEMENT (PWS) TECHNICAL SERVICES**C.1 SCOPE OF WORK**

- (a) This Performance Work Statement (PWS) describes the minimum effort required to provide the Submarine Mechanical/Electronics Systems engineering, analytical, logistics and technical support to Mid Atlantic Regional Maintenance Center (MARMC). Technical Support shall be defined as: providing the equipment and system expertise to aid in trouble shooting, repair, assessment analysis, inspection, root cause localization and identification, maintenance training, logistics configuration support, alteration development /installation, and/or long term problem resolution related to the specific equipment type.
- (b) Due to the flexible nature of the configuration of the various classes of submarines in use and supported by MARMC; and since not all submarines have the same systems/equipments installed and many of the systems/equipments have more than one version; a complete list of these systems and equipments is not possible. Additionally, systems/equipments are continually being added and/or deleted from service as they are developed or become obsolete. Essentially, submarine systems include any and all systems and equipments both major and minor, that comprise the HM&E Systems, Acoustics, Combat Control, Weapons Systems (excluding the weapon), Communication, Navigation, Networking Systems, Periscope and Electronic Surveillance Systems and suites, including their power supplies, ancillary, peripheral, sensors, support equipment, trainers, training and tactical software, and handling systems. The contractor shall be tasked to perform on any submarine mechanical/electronic system and or the equipment that may be installed in any vessel or shore facility worldwide.
- (c) A major portion of the work required under this contract will be troubleshooting, assessment, installation, test, certification, incidental repair, refurbishment and the logistical support to submarine combat, electronic systems and mechanical systems support (including but not limited to, ventilation, cooling water, electrical, cable, fiber, submerged diesel systems and hydraulic subsystems) world wide.
- (d) When ordered in individual Performance Work Statements (PWS), the Contractor shall provide the requisite engineering, analytical, logistical, and technical support of a non-personal nature for submarine HM&E systems and Electrical/ Electronic and Combat systems. Support shall be provided in the following areas:
  - (1) Technical Assistance
  - (2) Equipment Operation Assessment
  - (3) Shipboard Alteration (SHIPALTs), Temporary Alterations (TEMPALTs), Alteration Installation Team (AIT) Engineering Change (ECs) and Field Change (FCs) Support
  - (4) Extended Shipyard or Pier side Availability Repair and Modification support
  - (5) Integrated Logistics Support (ILS)
  - (6) Program Planning

**C.2 APPLICABLE DOCUMENTS**

- (a) Obtaining Copies of Documents. When needed for performance of ordered tasks, contractor shall obtain and provide necessary copies of Specifications, Standards, Handbooks, and Data Item Descriptions stocked at Naval Publications and Forms Center (NPFC) or to an industry standard adopted by DOD. If the required document is not in stock at NPFC, then the originator of the individual PWS shall provide it.
- (b) When needed for performance of ordered tasks, the technical assistant of the individual PWS, will provide technical documents such as Military Standards, instructions, technical manuals, engineering drawings, maintenance documentation, ILS documentation, etc. which are not stocked at NPFC.

### C.3 TASK REQUIREMENTS

- (a) Work to be performed and required deliverables shall be described in PWSs to be placed against the contract by the Contracting Officer or designated Ordering Officer and shall be within the parameters of one or more of the general tasks listed below in paragraphs C.3.1-C.3.6.
- (b) As may be required to perform the level of effort described in the PWS, the Contractor shall furnish all labor and facilities in order to: fabricate, assemble, receive, install, remove, inventory, verify, package, store, and ship both material and equipment as necessary in the performance of these efforts except for those facilities, material, and equipment specifically provided by the Government. The Contractor shall acquire or procure those incidental material items necessary to complete tasking.
- (c) The Contractor is solely responsible for the technique which will be used to fulfill the terms of this Performance Work Statement (PWS). Further, the Contractor remains solely responsible for control and supervision of their contracted personnel in performance of this PWS.
- (d) The Contractor is solely responsible for the safety of their personnel while working on board ships, as well as when working in shipboard tanks and confined spaces. The contractor shall perform atmospheric safety certification when work is required in tanks and unventilated space.

**C.3.1 FLEET TECHNICAL ASSISTANCE (FTA) TASKS:** Provide technical support for the evaluation and correction of fleet equipment/system casualties; provide technical assistance on Submarine mechanical, electrical, electronic, combat systems to incidental repair or replace malfunctioning or failed components, units or subsystems. This assistance will generally consist of problem analysis, troubleshooting, isolation, correction and checkout testing to return the mechanical/electronics systems/equipment to fully operational condition.

- (a) The Contractor shall perform this system and/or equipment troubleshooting, repair and evaluation in naval submarines and shore-based activities CONUS and/or OCONUS. Typical of the type of service that may be required, but not intended to be an all-inclusive list are:
  - (1) Provide on-site and distance support (DS) technical assistance and coordination for Atlantic and Pacific fleet submarine mechanical/electrical/electronic/combat systems and related equipment.
  - (2) The Contractor shall provide hardware and software technical expertise to troubleshoot equipment failures, determine corrective repair action and repair equipment.
  - (3) Provide logistical or logistics support as an integral part of on-site technical assistance.
  - (4) The Contractor shall provide hardware and software technical expertise to train ship's force personnel in the operation, maintenance and logistics support of specific equipment.
  - (5) Preparation of written debriefs to ship's force and MARMC managers or other designated Government representatives. The format for this effort would be in accordance with the Joint Fleet Maintenance Manual (current revision), Technical Assistance Visit Report (TAVR), and or MARMC Branch heads or designated governmental representative direction.
  - (6) Original Equipment Manufacturer (OEM) technical support as required the contractor is required to supply personnel through using the Prime or subcontractor (Teaming partners) personnel. If needed, Prime contractor may use purchase orders to secure personnel to accomplish task order.
  - (7) The Contractor shall support/use current government software systems for tracking of problems associated with equipments/systems, and for system analysis.

- (8) The Contractor shall provide and coordinate the handling, loading and unloading of non-ordinance Peculiar Special Support Equipment (PSS/E).

**C.3.2 SYSTEM EQUIPMENT ASSESSMENT TASKS:** The Contractor shall perform assessment and maintenance of shipboard Submarine Mechanical/Electronics Systems and equipment, training in maintenance/overhaul processes, identification, compilation and production of Measures of Effectiveness (MOE's) and other metrics as required, as well as data analysis and reliability engineering.

- (a) Typical of the type of service that may be required, but not intended to be an all-inclusive list are:
- (1) The Contractor shall identify the need for, and then develop, maintain, assess, and/or modify formalized ship-visit programs, equipment test programs which will include the ship visit criteria, plans, tests, procedures to be employed, and/or related documentation.
  - (2) The Contractor shall, using established operation and maintenance data reporting systems whenever feasible, perform measurement of the operational and maintenance performance of systems/equipments and logistic support items.
  - (3) The Contractor shall identify the need for, and then develop, maintain, assess, and/or modify engineering change proposals, instructions, technical manuals, maintenance requirement cards, engineering drawings, and other technical documents. This effort may include manuscript, preliminary, and/or document preparation.
  - (4) The Contractor shall utilize STAARS, Maintenance Data System/Casualty Reports (MDS/CASREP) and other data to determine whether Submarine specific equipment is properly supported and provide data as needed to the Submarine Continuous Maintenance program as necessary.
  - (5) The Contractor shall operate, test, inspect, align, groom, repair and assess equipment material condition during TSRA, HM& ERA / INSURV's, CSA, PDMA, & Pre-Arrival, and Pre-Deployment grooms, or similar test and inspection programs as necessary.
  - (6) The Contractor shall support/use current government software systems for tracking of problems associated with equipments/systems.
- (b) Participation in the aforementioned efforts may require frequent and extended travel to various naval homeportlocations, as well as remote locations OCONUS.

**C.3.3 SHIPBOARD ALTERATIONS (SHIPALTs), TEMPORARY ALTERATIONS (TEMPALTs), MODERNIZATION/ALTERATION INSTALLATION TEAM (AIT), ENGINEERING CHANGES (ECs) AND FIELD CHANGES (FCs) SUPPORT TASKS:** The Contractor shall perform installation, installation test tasks to Submarine Mechanical/Electronics Systems and related services necessary to provide the support specified in individual PWSs.

- (a) Typical of the type of service that may be required, but not intended to be an all-inclusive list are:
- (1) The Contractor shall assemble and coordinate specialized modernization/installation teams and/or alteration installation teams (AIT).
  - (2) The Contractor shall develop, assess, recommend changes, and maintain installation and alteration program plans, schedules, instructions, Installation Control Drawings, and procedures, including conduct of ship checks and facility inspections.
  - (3) The Contractor shall design, procure, fabricate, assemble and conduct installation of approved Engineering Changes (EC's) and Ship Alterations (SHIPALT's). The Contractor shall coordinate engineering and

planning services for system installation. The Contractor shall develop, update, and maintain hardware implementation, planning, and scheduling documents.

- (4) The Contractor shall review and comment on SHIPALTS, TEMPALTS's and other types of alterations or working plans for each submarine ship class and/or ship for compliance with installation drawings.
  - (5) The Contractor shall monitor and verify system/equipment first-time installations in each submarine ship class against applicable installation drawings and recommend any corrective action.
  - (6) The Contractor shall identify the need to design, develop, validate, modify, and fabricate program related maintenance/installation support items, test equipment, tools, jigs, and fixtures and associated drawings/documentation.
  - (7) The Contractor shall calibrate, repair, modify, package, store, ship, and other wise maintain the support and test equipment in a ready for issue state for mechanical, electrical, electronic, combat systems and or related equipment support teams. System's test equipment is to be maintained in this pool and shall be those specified and furnished as GFP in individual PWS's.
  - (8) The Contractor shall review, comment and/or modify pre-arrival shipyard/maintenance activity/ AIT tests and inspection procedures.
  - (9) The Contractor shall provide depot services for the receiving, temporary storage and shipment of equipment, engineering change kits, ship alteration kits, technical manuals and other technical documents.
  - (10) When authorized by the COR or a SME, the Contractor shall cannibalize mechanical, electrical, electronic and combat systems equipments/systems/trainers for the purpose of obtaining repair parts.
  - (11) The Contractor shall provide installation technical support to Type Commanders, NAVSEA, shipyards, In-Service Engineering activities, and Original Equipment Manufacturer's (OEM).
  - (12) The Contractor shall support/use current government software systems for tracking of problems associated with equipment/system.
  - (13) The contractor shall provide for Quality System Management Support.
- (b) The Contractor shall perform system and/or equipment installation and/or de-installation, testing, operation, modification, troubleshooting, repair and evaluation in naval vessels and shore-based activities CONUS and or OCONUS.

#### **C.3.4 EXTENDED SHIPYARD OR PIER SIDE AVAILABILITY REPAIR AND MODERNIZATION**

**SUPPORT TASKS:** The Contractor shall, independently or as a member of a government/contractor/shipyard repair team in support of Submarine Mechanical/Electronics Systems to perform the following tasks:

- (a) The shipyard or pier side availability repair tasks and related services necessary to provide the support are typical tasks, which include but are not limited to:
  - (1) Repair, align, calibrate, and test designated mechanical, electrical, electronic and combat systems/equipments, including removal from and reinstallation at shore sites or onboard various submarines, in accordance with formal procedures from applicable technical manuals and instructions.
  - (2) Install or prepare newly installed or existing mechanical /electronic systems/equipments for formal testing at shore sites or onboard various ships. Perform the designated formal tests to validate the specific operational and performance criteria. Submit a formal report certifying the overall and specific physical, operational and performance status.

- (3) Shall develop, analyze, assess, validate, comment on, maintain, and/or modify technical criteria and/or repair and overhaul of systems/equipments that prescribe the scope, depth, and frequency of maintenance and inspections to be performed.
  - (4) Identify the need for, develop, analyze, maintain, assess, and/or modify plans and other documents for the establishment, certification or improvement facilities, documentation, and support equipment, training, and manning to assure continuing fleet support.
  - (5) The Contractor shall provide engineering services and assistance for equipment repairs beyond the skill level and resource capability of the fleet, shore maintenance activities and shipyards.
- (b) The Contractor shall support/use current government software systems for tracking of problems associated with equipment/system.
- (c) Participation in the aforementioned efforts may require frequent and extended travel to various naval homeport locations, as well as remote locations OCONUS.

**C.3.5 INTEGRATED LOGISTIC SUPPORT TASKS:** The Contractor shall perform those integrated logistics in support of Submarine Mechanical/Electronics Systems and all related support services as necessary to include logistics audits, reviews and assessments, which determine the adequacy of logistics support and recommend corrective actions to technical documentation, tools, support equipment, configuration, test equipment, and repair parts.

- (a) Typical of the type of service that may be required, but not intended to be an all-inclusive list are:
- (1) The Contractor shall develop, execute, maintain, assess and recommend changes to ILS plans, policies, procedures, and other related documentation.
  - (2) The Contractor shall identify the need for, develop, assess, present and/or maintain operations and maintenance training material.
  - (3) The Contractor shall maintain a technical publication repository of classified and unclassified technical publications. The contractor shall maintain the publications contained therein with the latest revisions available.
  - (4) Perform shipboard ILS validations and verifications, review logistic documentation and submit 4790/CK forms to document configuration changes. This type of update includes Coordinated Shipboard Allowance List (COSAL) reviews for proper Allowance Parts List (APL) coverage, identification of material requisitions for items that are required to correct discrepancies, the preparation of PMS documentation, the development of Allowance Appendage Pages (AAP) for new support items, the development of Provisioning Technical Documentation (PTD) and the maintenance of ship system configuration data.
  - (5) Assist in updating of ship's Current Ships Maintenance Project (CSMP) with validated deferrals in accordance with specified uploading procedures. The development of line diagram and system operating procedures as well as equipment/system maintenance requirements may also be required.
  - (6) Develop or update configuration base lines through component validations of installed equipment and systems.
  - (7) Assist in identifying, locating, requisitioning, tracking and storing parts, material, and specialized tools and equipment required for routine periodic and specialized maintenance actions.

- (8) Assist in the inspection, receipt, loading, transportation and issue of parts, material, and specialized tools and equipment required for routine periodic and specialized maintenance actions.
- (b) The Contractor shall support/use current government software systems for tracking of problems associated with equipment/system.

**C.3.6 PROGRAM PROJECT MANAGEMENT SUPPORT TASKS:** Program/project support in support of Submarine Mechanical/Electronics Systems tasking may include any and all existing programs or new programs that affect the shipboard maintenance which MARMC has the cognizant responsibility to execute. Tasking may include:

- (a) The Contractor shall perform those program support tasks and related services necessary to prepare, update, and maintain various presentation packages consisting of charts, graph handouts, etc.
- (b) The Contractor shall attend and participate in various reviews, meetings, conferences, boards, working groups, demonstrations, tests, audits, surveys, etc., in the performance of the other tasking elements of this PWS.
  - (1) Attendance and participation in the efforts described above may require the preparation of graphic and/or textual presentation material; the taking of minutes; and/or the publication of agendas, reports, and/or action items lists.
  - (2) Develop and maintain various government controlled off-line databases and Internet Web databases in support of these programs.

#### **C.4 FACILITIES**

- (a) It is anticipated that the following level of effort for each lot year will be utilized as follows:

Approximately 60% Norfolk, VA  
 Approximately 10% Groton, CT  
 Approximately 5% Portsmouth, NH  
 Approximately 5% Kings Bay, GA  
 Approximately 5% Bremerton, W A  
 Approximately 5% San Diego, CA  
 Approximately 5% Pearl Harbor, HI  
 Approximately 5% Guam

Note: This does not constitute a guarantee by the Government that these personnel will be utilized by, or may be billed by the Government.

- (b) The Contractor is required to have liaison offices in accordance with the following:
  - (1) Upon award of contract, the Contractor shall maintain a primary facility within a Fifty (50) miles commuting distance of MARMC. The facility shall be adequate for performance of the tasks required by the PWS including at least 100 square feet space available for the temporary storage of SECRET materials and documentation. Additional adequate storage space shall be available to maintain, package, ship, and temporarily store test equipment and fixtures, and technical documentation. This storage area shall meet the following humidity and temperature requirements as specified: Winter 75 degrees F and 35-40% relative humidity; and summer, 75 degrees F and 45-50% relative humidity.

#### **C.5 CONTRACT SECURITY CLASSIFICATION SPECIFICATION**

- (a) The Department of Defense Contract Security Classification Specification (Form DD254), attached hereto, itemizes the security classification requirements for this contract. The work to be performed under this contract requires access to, and the handling of classified information up to and including the TOP SECRET security

level. The Contractor shall obtain personnel clearances from the Department of Industrial Security Program at the TOP SECRET Level prior to starting work under this contract.

- (b) All personnel performing classified duties under this contract shall possess at minimum, a DOD industrial Security Clearance of at least CONFIDENTIAL. All personnel assigned to perform work on board U.S. Navy Submarines must possess a minimum clearance of SECRET, with the ability to obtain a TOP SECRET clearance as is required for all personnel assigned to perform work on the Forward Electronic Systems or External Communication suites on board U.S. Navy submarines. Contractor requests for visit authorizations shall be submitted in accordance with DOD 5520.2M (Industrial Security Manual for Safeguarding Classified Information) as early as possible and not later than five working days prior to visit (except in cases of urgency).

## **C.6 DEFINITIONS**

- (a) Full-Time Experience is defined as being the primary duty, all day, every workday for the period specified.
- (b) Hands-on is physical involvement with the equipment. For example, testing the equipment does not include preparing test procedures or evaluating data but does include performing the test.
- (c) Specialized Experience in excess of the minimum required may be substituted one (1) year of Specialized Experience for one (1) year of General Experience.
- (d) When experience is required on specified or equivalent equipments, this equivalency will be determined on a case by case basis.
- (e) When "one year" of training is specified, it means at least 48 weeks formal training.
- (f) The terms Forward Electronics Spaces (FES), Non-Propulsion Electronics Spaces (NPES), Submarine Warfare Federated Tactical Systems (SWFTS) are all synonymous and should be recognized as all spaces forward of the reactor on board U.S. Naval Submarines. The terms are used interchangeably in multiple documents and for the purposes of this PWS they shall be taken to mean; Submarine systems that include any and all systems and equipments both major and minor, that comprise the Hull Mechanical & Electrical systems, acoustic, combat control, weapons systems (excluding the weapon), communication, navigation, network systems, periscope and electronic surveillance systems and suites, including their power supplies, ancillary, peripheral, sensors, support equipment, trainers, training and tactical software, and handling systems.

## **C.7 REPORTS**

Within sixty (60) days of contract award, the Contractor shall complete development of, and maintain, a Internet site accessible through the latest version of Firefox, Netscape, and/or Internet Explorer, and capable of supporting on-line real time cost and technical reporting as further described in paragraphs C.7.1, C.7.1.1.1, C.7.1.1.2, C.7.1.1.2.1, C.7.1.1.2.2, C.7.1.2.3, C.7.1.2.4, C.7.1.2.5, C.7.1.2.6, C.7.1.1.3, C.7.1.2, C.7.1.2.1 and C.7.1.2.2 below. The following paragraphs are an example of one way of setting up an Internet base site. These reports shall support a print capability and have the option to download into an electronic format. "Electronic format" is defined as Microsoft Office 2000 ACCESS, EXCEL, or a format, which can be converted to any of the preceding file formats from within the listed software programs.

The Internet site shall be capable of supporting two (2) distinct levels of Government personnel access as follows:

1. Supervisory Access – MARMC Code 270 Submarine Technical Support Section heads shall be granted access (Read Only) to delivery orders for each of their respective contractor support delivery orders.
2. COR/ACOR Access – The MARMC COR and ACOR assigned to this contract shall be granted full access (Read Only) to all delivery order reporting.

### **C.7.1. COST REPORTING**

The cost reporting system shall be linked to the contractor’s Defense Contract Audit Agency (DCAA) approved accounting system in order to assure timely cost data reporting.

**C.7.1.1.1 DELIVERY ORDER SUMMARY REPORT**

(a) The Task Order Summary Report is a high level status of all costs associated with an individual task order. This report shall include the following data:

- (1) Task Order Number
- (2) Task Order Title
- (3) Start Date
- (4) Completion Date
- (5) Contractor Program Manager or Engineer (P.O.C.) assigned to task
- (6) In addition to the aforementioned data, the contractor shall provide the following cost accounting data.
- (7) Awarded/Expended to Date/Remaining Total Funding/Funded
- (8) Dollar Percentage Expended
- (9) Awarded/Expended to Date/Remaining Labor Dollars
- (10) Awarded/Expended to Date/Remaining Straight Time (ST) and Overtime (OT) Labor Hours
- (11) Percentage Hours Expended [ST/OT/Cumulative]
- (12) Awarded/Expended to Date/Committed/Remaining Travel Dollars
- (13) Awarded/Expended to Date/Committed/Remaining ODC Dollars

Example Format:

Task Order #:  
 Task Order Title:  
 Start Date: MM/DD/YYYY  
 Completion Date: MM/DD/YYYY  
 Contractor Program Manager:

	Hours			Dollars		
	TOTAL	ST	OT	Labor	ODC	Total
Awarded						
Expended						
Committed						
Remaining						
Funded						

- (b) Furthermore, the contractor shall present the data graphically associated with each Task order. Separate graphs shall be maintained for the following: Labor Hours, Labor Dollars, ODC Dollars, and Total Task Order Dollars.
- (c) The established ceiling (Control) amount for either dollars or hours shall be depicted on each graph. At the task’s inception, the contractor shall then establish a planned spend rate over the duration of the project. Finally, the actual spend rate of dollars or hours shall be graphically presented.

The following graphical presentations are submitted as a representation example only. Figures 1 through 4 are minimum suggestions for data inputs and graphical representations of the data. The Contractor shall develop the format and the COR will authorize use of the final product.

**TOTAL LABOR HOURS FOR A YEAR TASK ORDER.**

### Labor Hours

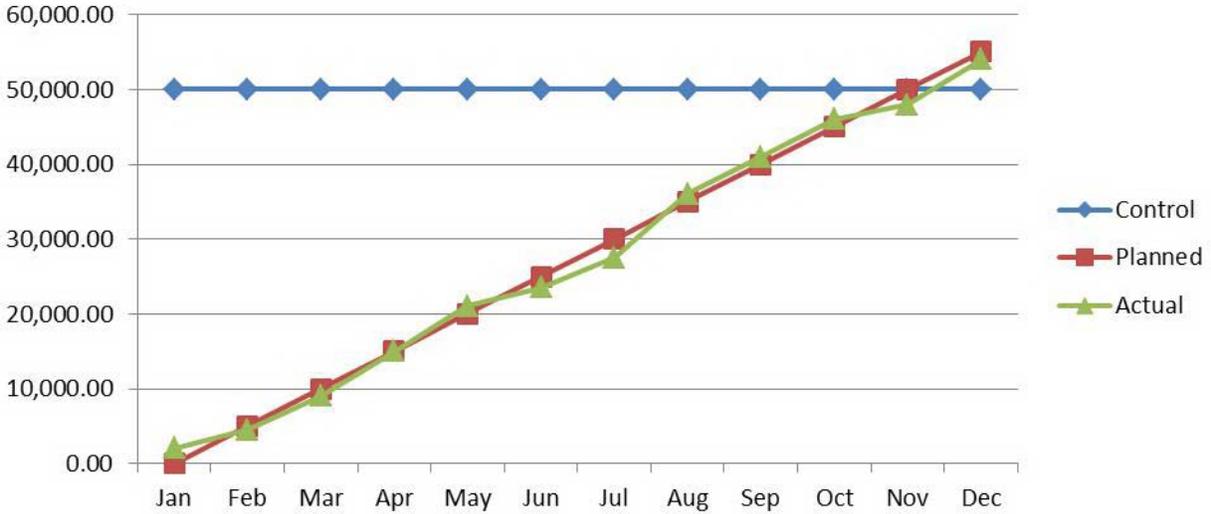


Figure 1

**LABOR DOLLARS BI-WEEKLY SUBMITTAL FOR A LESS THAN ONE (1) YEAR TASK ORDER.**

### Labor Dollars

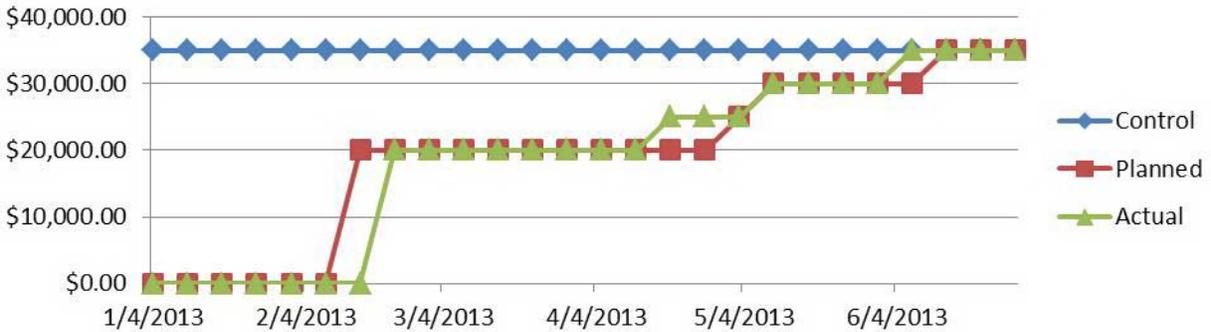


Figure 2

**ODC DOLLARS SUBMITTED BI-WEEKLY FOR TASK ORDER WITH LESS THAN SIX (6) MONTH DURATION.**

### ODC Dollars



Figure 3

**TOTAL DOLLARS SUBMITTED MONTHLY ON A TASK ORDER OF GREATER THAN SIX (6) MONTH DURATION.**

### Total Dollars

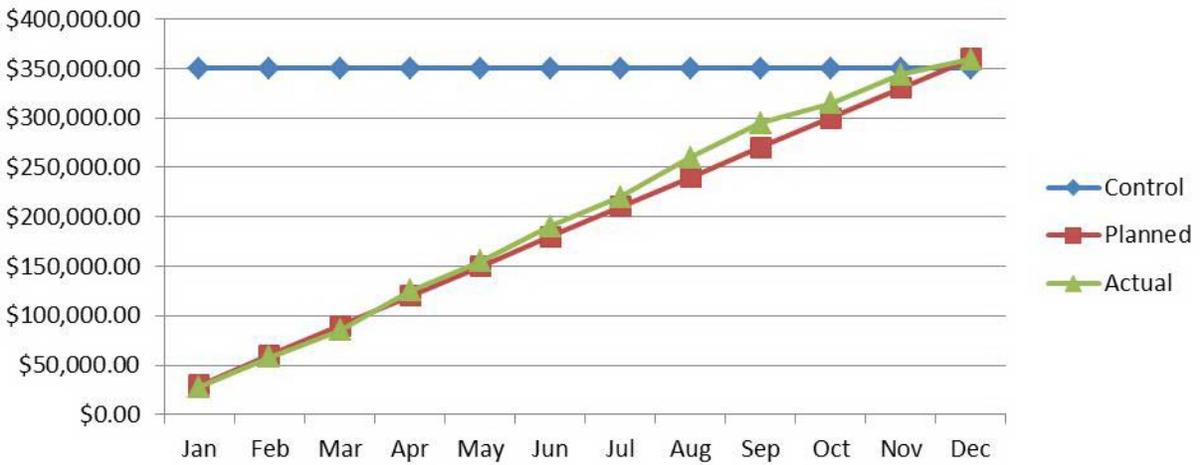


Figure 4

**C.7.1.1.2 TASK ORDER DETAIL REPORTS**

From the Task Order Summary Report interface, hypertext mark-up language (HTML) hotlinks shall be provided to enable viewers to access Task Order Detail Reports as described below.

**C.7.1.1.2.1 LABOR DETAIL REPORT**

A list of each individual (by name) charging time against the Task order shall be provided with the following information included:

- (1) Cumulative Labor Hours/Dollars
- (2) Total Labor Hours Charged, to Date, Against the Task Order
- (3) Awarded Hours per Labor Category
- (4) Expended Hours per Labor Category
- (5) By PLAD and TCN
- (6) Employee name

#### **C.7.1.1.2.2 ODC DETAIL REPORT**

A list of all material related charges shall be provided, including the following:

- (1) Date(s) of Purchase
- (2) Dollar Amount(s)
- (3) Total Material Charges, to Date, Against the Task Order
- (4) Privately Owned Vehicle (POV) Mileage Cost(s)
- (5) Total Travel Charges, to Date, Against the Task Order
- (6) Total Sub-Contracting Charges, to Date, Against the Task Order

#### **C.7.1.1.3 CONTRACT PROGRESS AND STATUS (CDRL A002)**

- (a) The contractor shall maintain a Contract Progress and Status Report indicating overall contract man-hours and cost conditions. Access to this report shall be limited to the COR and ACOR.
- (b) The contractor's Contract Progress and Status Report shall be maintained electronically via the Internet. Report shall include, but not be limited to, the following:

- (1) Contractor's Name and Address
- (2) Contract Number
- (3) Total Contract Awarded Hours and Dollars
- (4) Contract Awarded Hours and Dollars by Lot/Option Year/Fiscal Year
- (5) Total Cumulative Hours and Dollars Awarded to Date
- (6) Cumulative Hours and Dollars Awarded to Date by Lot/Option Year/Fiscal Year
- (7) Total Remaining Contract Hours and Dollars
- (8) Remaining Contract Hours and Dollars by Lot/Option Year/Fiscal Year
- (9) Percentage Contract Hours and Dollars Remaining
- (10) Percentage Contract Hours and Dollars Remaining by Lot/Option Year/Fiscal Year
- (11) Cumulative ODC Dollars Invoiced Against the Contract
- (12) Man-hour and cost curves portraying actual/projected conditions throughout the contract
- (13) Matrix of hours charged by individuals and labor categories against contract (totaled by individual and labor category).

NOTE – Fiscal Year refers to the Government's fiscal year of October 1st to September 30th.

#### **C.7.1.2 TECHNICAL/STATUS REPORTING**

The following Technical/Status Reports shall be made available via the Internet and shall be posted in a Microsoft Word format.

##### **C.7.1.2.1 TASK ORDER PROGRESS AND STATUS (CDRL A001 and A003)**

- (a) The Contractor shall post Task Order Progress and Status Reports indicating work progress and status of assigned tasks and milestones. This report shall be submitted on a monthly basis, unless the Task Order's Contract Data Requirements List, DD Form 1423, specifies more frequent reporting. An e-mail notification shall be sent to the Code 270 Branch head/COR/ACOR, assigned to the task, alerting them to the posting.
- (b) The Contractor's Task Order Progress and Status Report shall include, but is not limited to, the following:
  - (1) Contractor's Name and Address
  - (2) Contract Number, PWS Number & Title and MARMC Code
  - (3) Date of Report
  - (4) Title and Brief Description of PWS
  - (5) Serial Number of Report
  - (6) Period covered by report and identification of which task is covered.
  - (7) Description of progress made during period reported, including problem areas encountered, and recommendations, if any, for subsequent solution beyond the scope of the task.
  - (8) Results obtained related to previously identified problem areas.
  - (9) Task schedule status
- (c) Any Task order progress and status report identifying problem areas encountered, shall initiate an e-mail notification to the MARMC Code 270 Branch head assigned the function and to the COR/ACOR.

#### **C.7.1.2.2 TRIP REPORTS**

The contractor shall post Trip Reports to the web within ten (10) working days of returning from any period of travel. These reports shall indicate the following:

- (1) PWS #
- (2) Date(s) of Travel
- (3) Location of Trip
- (4) Names of Individuals on the Trip
- (5) Purpose of Trip
- (6) Trip Liaison Efforts
- (7) Significant Results

An e-mail notification shall be sent to the cognizant Code 270 branch head assigned to the task, alerting them to the posting.

#### **C.8 PRIOR WRITTEN PERMISSION REQUIRED FOR SUBCONTRACTS**

**C.8.1 Pursuant to FAR 44.101**, subcontractor is defined as "any supplier, distributor, vendor, or firms that furnish supplies or services to or for "prime contractor."

**C.8.2 Pursuant to FAR 9.6**, "The government will recognize the integrity and validity of contractor team arrangements; provided, the arrangements are identified and company relationships are fully disclosed in an offer or, for arrangements entered into after submission of an offer, before the arrangement becomes effective." If the Contracting Officer determines prior to award that the teaming arrangement meets the requirements of FAR 44, no further consent is required.

**C.8.3** After award subcontract services less than \$250,000 may be subcontracted to or performed by persons other than the contractor or the contractor's employees without the prior written consent of the Ordering Officer.

#### **C.9 PLACE OF PERFORMANCE**

Engineering and Technical Support Services shall be performed at the Contractor's facility, on U.S. Naval Submarines, in U.S. Navy and commercial shipyards, at various contractor sites and U.S. Naval facilities or as otherwise specified in individual PWS. Support services may also be required on-board Submarines while operating at sea, and outside the continental United States. Approximately 10 percent of the effort will be performed on submarines at sea. See Section C4 for more specifics.

**C.9.1** The contractor and all subcontractors shall be required to comply with OPNAV Instructions 6420.1 (Physical Requirements for Non-Submarine Personnel Embarked in Submarines) while working on this contract. This instruction references that all non-submarine personnel that embark in submarines for at-sea operations and sea trials, complete a Submarine Embarkation Medical Information Form and meet medical screening requirements. Embarkation is defined as the boarding of a submarine for the purpose of a voyage away from shore.

#### **C.10 PERSONNEL QUALIFICATIONS (MINIMUM) (JAN 1992) (SUP 5252.237-94C)**

- (a) Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience and/or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the contractor does not identify the labor categories listed in C.10.1 through C.10.29 by the same specific title, then a cross-reference list shall be provided in the contractor's proposal identifying the difference.
- (b) The contractor shall submit resumes for those individuals (identifying the labor category) proposed for the PWS with their cost proposal unless the individual has already been approved for that particular labor category. In those instances, the contractor will list the individual's name and labor category proposed in the cost proposal. **The Government shall review all proposed contractor personnel resumes prior** to assignment to any PWS and prior to the PWS's commencement date. If personnel are not currently in the employ of the Contractor, a written agreement from the potential employee to work will be part of the technical proposal, as well as the individuals resume.
- (c) If the Contracting Officer (KO), questions the qualifications or competence of any person performing under the contract, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.
- (d) The Contractor shall have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the PWS. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Contracting Officer or Ordering Officer reserves the right to determine if a given work history contains necessary and sufficiently detailed, related experience to reasonably ensure the ability for effective and efficient performance.
- (e) The following describes the Labor Categories and minimum personnel requirements for personnel performing under this contract: (General experience and specialized experience requirements shall not be obtained concurrently unless otherwise specified in the job description.)

**C.10.1 COMPUTER PROGRAMMER III:** The Computer Programmer III shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Two (2) years full-time experience in computer programming and/or coding of programs in the following language: C+,C++, Unix/Linux

**C.10.2 COMPUTER SYSTEMS ENGINEER:** The Computer Systems Engineer shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.

- (b) **SPECIALIZED EXPERIENCE:** Six (6) years full-time experience at the professional level (working as a Computer Systems Analyst III) on Submarine Electrical/Electronic Systems integration; and
- (c) **GENERAL EXPERIENCE:** Three (3) years full-time experience in the application of C+,C++ , Unix/Linux and or similar military programming skills.

**C.10.3 DRAFTER IV:** The Drafter shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full-time experience in the preparation of mechanical and or electrical and or /electronic engineering drawings that include the following:
  - (1) Multiple views, detail drawings, and assembly drawings, and
  - (2) Weights, load capacities, dimensions, quantities of materials, and
  - (3) Conceptual and developmental drawings, production prototype drawings and final production drawings and associated lists that meet the requirements of DOD-D-1000 for level I, II, and III engineering drawings; and production drawings and associated lists that meet the requirements of DOD-D-1000 for level I, II, and III engineering drawings; and
- (c) **GENERAL EXPERIENCE:** Two (2) years full-time experience performing work as a drafter II.

**C.10.4 ELECTRICAL ENGINEER:** The Electrical Engineer shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** Bachelor's Degree in Engineering, or Physics from an accredited four (4) year college or university.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full-time experience at the professional engineering level (working as an electrical/electronic engineer) involving the design and engineering support of digital circuitry to be used in submarine Electrical/Electronic systems. This experience must have totally occurred within three years prior to submittal of resume; and
- (c) **GENERAL EXPERIENCE:** Three (3) years full-time experience at the professional engineering level (working as an electrical/electronic engineer) in the design of electronic/electro-mechanical circuits, modules, equipment's, and/or the development of Test Program Sets for complex automatic test equipment, etc.

**C.10.5 ELECTRICIAN SHIPBOARD:** The Shipboard Electrician shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full time experience at the journeyman level as an electrician and completion of formal apprenticeship or equivalent training and experience; and
- (c) **GENERAL EXPERIENCE:** Four (4) years full-time experience in installing, modifying, testing, repairing and removing electronic and electrical equipment such as transformers, generators, motors, electrical distribution panels, and intercommunications systems onboard Naval Ships/Submarines. This person shall interpret written instruction, specifications, engineering drawing and plans. Shall also demonstrate the ability to assemble and install electrical/fiber cables and grounding straps. Conducts electrical tests, determines malfunctioning or faded components and affects repair or replacement.

**C.10.6 ENGINEERING TECHNICIAN IV (Key Labor Category):** The Engineering Technician IV shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Three (3) years full-time engineering experience in the operation, maintenance, installation, test and/or repair of submarine mechanical and or electrical and or electronic systems/equipment. Experience in evaluating the material condition of ship systems and implementing corrective action; and
- (c) GENERAL EXPERIENCE: Five (5) years full-time technical experience in the design, installation, test, and/or repair of mechanical/electrical/electronic or mechanical systems/equipments.
- (d) The Contractor shall submit four (4) resumes total, two (2) for each area of specialized experience of (2) hull mechanical and electrical and (2) forward electronic systems requirements.

**C.10.7 ENGINEERING TECHNICIAN V (Key Labor Category):** The Engineering Technician V shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Six (6) years full-time engineering experience in the operation, maintenance, installation, test and/or repair of submarine mechanical/electrical and or electronic systems/equipment. Experience in evaluating the material condition of ship systems and implementing corrective action; and
- (c) GENERAL EXPERIENCE: Eight (8) years full-time technical experience in the design, installation, test, and/or repair of mechanical/ electrical/electronic systems/equipments.
- (d) The Contractor shall submit four (4) resumes total, two (2) for each area of specialized experience of (2) hull mechanical and electrical and (2) forward electronic systems requirements

**C.10.8 INTEGRATED LOGISTICS SUPPORT (ILS) MANAGER:** The Integrated Logistic Support Manager shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Six (6) years full-time experience in logistics engineering acquisition, fleet introduction, installation, test operation, and life cycle support of the AN/BQQ-10 Series/AN/BYG-1 combat systems or a computerized and computer-controlled combat system which closely resembles the AN/BSY-1 or AN/BSY-2 in complexity, operation, maintenance approach and installation.
- (c) GENERAL EXPERIENCE: Five (5) years full-time experience in Navy Integrated Logistic Support and System Life Cycle Support areas of the DOD/Navy Integrated Logistics System. The experience shall include each of the following Navy ILS components listed below in support of a major forward electronic system or HM&E systems.
  - (1) Maintenance Planning
  - (2) Manpower, personnel, and training support
  - (3) Supply support
  - (4) Test Equipment support
  - (5) Technical logistic data
  - (6) Packaging, handling, storage, and transportation
  - (7) Design and installation
  - (8) Configuration Management

**C.10.9 INTEGRATED LOGISTICS SUPPORT (ILS) SPECIALIST:** The Integrated Logistic Support specialist shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full-time experience in submarine fleet logistic support including experience in the fleet introduction, installation, test, operation, and life cycle support of the AN/BQQ-10 Series and AN/BYG-1 combat systems or a computerized and computer-controlled combat system which closely resembles the AN/BSY-1 or AN/BSY-2 in complexity, operation, maintenance approach and installation.
- (c) **GENERAL EXPERIENCE:** Four (4) years full-time experience in Navy Integrated Logistic Support and System Life Cycle Support areas. This experience shall include each of the following Navy ILSJ of a major forward electronic system or HM&E systems.
  - (1) Maintenance Planning
  - (2) Manpower, personnel, and training support
  - (3) Supply support
  - (4) Test Equipment support
  - (5) Technical logistic data
  - (6) Packaging, handling, storage, and transportation
  - (7) Design and installation
  - (8) Configuration Management

**C.10.10 IT TECHNICIAN:** The IT Technician shall possess and be able to demonstrate the following experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Three (3) years full-time hands-on experience in the installation, test and/or maintenance of SUBLAN, NTCSS, HBSS, and NIPS advanced information technology equipment and or major network administration systems; on board US Naval Submarines or an equivalent civilian work experience outside of the military.
- (c) **GENERAL EXPERIENCE:** Five (5) years full-time experience in the operation and/or maintenance of various computer controlled equipment used to perform tests, simulations, or real time operations such as installed forward control systems onboard Naval ships/Submarine. Submarine experience is desired but, not a requirement.

**C.10.11 JUNIOR ENGINEER:** The Junior Engineer shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** Completed Associates degree (or equivalent certified completion hours towards) a Bachelor's Degree in Engineering, or Physics from an accredited four (4) year college or university.
- (b) **SPECIALIZED EXPERIENCE:** One (1) year full-time experience at the professional engineering level (working as a mechanical/electrical/electronic network engineer) involving the design and engineering support of mechanical and or digital circuitry to be used in Navy Submarines mechanical/ electrical/electronic systems.
- (c) **GENERAL EXPERIENCE:** One (1) year full-time experience at the professional engineering level (working as an mechanical/electrical/electronic network engineer) in the design of mechanical//electronic/electro-mechanical circuits, modules, equipment's, and/or the development of Test Program Sets for complex automatic test equipment, etc.

**C.10.12 MACHINIST, MAINTENANCE:** The Maintenance Machinist shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Two (2) years full time experience at the journeyman level as a machinist and completion of formal apprenticeship or equivalent training and experience; and
- (c) GENERAL EXPERIENCE: Two (2) years full time experience at producing replacement parts and new parts in making repairs of metal parts of mechanical equipment. Work involves most of the following: Interpreting written instruction and specifications; planning and laying out of work; using a variety of machinist's hand tools and precision measuring instruments; setting up and operating standard machine tools; shaping of metal parts to close tolerances; making standard shop computations relating to dimensions of work, tooling, feeds, and speeds of machining; knowledge of the working properties of the common metals; selecting standard material parts, and equipment required to this work; and fitting and assembling parts into mechanical equipment.

**C.10.13 MAINTENANCE TRADES HELPER:** The Maintenance Trades Helper assists one or more workers in the skilled maintenance trades by performing specific or general duties of lesser skill, such as keeping a worker supplied with materials and tools; cleaning working area, machine, and equipment; assisting journeyman by holding materials or tools; and performing other unskilled tasks as directed by journeyman. The kind of work the helper is permitted to perform varies from trade to trade. In some trades the helper is confined to supplying, lifting and holding materials and tools, and cleaning working areas; and in others the worker is permitted to perform specialized machine operations, or parts of a trade that are also performed by workers on a full-time basis.

**C.10.14 MECHANICAL ENGINEER:** The Mechanical Engineer shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: Bachelor's Degree in Engineering, or Physics from an accredited four (4) year college or university.
- (b) SPECIALIZED EXPERIENCE: Two (2) years full-time experience at the professional engineering level (working as an mechanical engineer) involving the design and engineering support of mechanical systems to be used in submarine. This experience must have totally occurred within three years prior to submittal of resume; and
- (c) GENERAL EXPERIENCE: Three (3) years full-time experience at the professional engineering level (working as mechanical engineer) in the design of mechanical systems, modules, equipment's, and/or the development of Test Program Sets for complex system test equipment, etc.

**C.10.15 MATERIAL EXPEDITER:** The material expediter shall be able to demonstrate the following minimum experience.

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Two (2) years full time experience handling delicate electronic and electrical equipment and components. Must be trained and experienced in the identification of Electro-Static Discharge Sensitive (ESDS) equipment and components, and
- (c) GENERAL EXPERIENCE: Four (4) years full-time experience in locating and moving equipment and materials between work sites according to predetermined schedules and priorities, and keeps related shipping schedules, shipping/receiving records, and inventory records.

**C.10.16 MECHANIC, SHIPBOARD:** The shipboard mechanic shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full time experience at the journeyman level as a shipboard mechanic and completion of formal apprenticeship or equivalent training and experience; and
- (c) **GENERAL EXPERIENCE:** Four (4) years full-time experience in installing and removing mechanical equipment components, foundations, bulkheads, hatches, cable runs, and piping for air, chill water, ventilation, and hydraulic systems. Work involves most on the following: Interpreting written instructions, engineering drawings and specifications; planning and laying out work, using a variety of hand tools and precision measuring instruments; selecting material and components.

**C.10.17 PIPE FITTER:** The pipe fitter shall be able to demonstrate the following minimum experience

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Four (4) years full time experience in assembling, installing and repairing pipes, tubes, fittings, and fixtures associated with electrical, electronic and HM&E mechanical systems cooling and air pressurization requirements; and
- (c) **GENERAL EXPERIENCE:** Four (4) years full-time experience in interpreting all works from blueprints, drawings, manuals and written work requests. Perform all layout work for complete cooling and air pressurization systems. Must possess the ability to bend, form, connect, and solder materials from iron, brass, copper, steel and plastic tubing and fittings.

**C.10.18 SENIOR SYSTEMS ANALYST:** The Senior Systems Analyst shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** Bachelor's Degree from an accredited four (4) year college or university.
- (b) **SPECIALIZED EXPERIENCE:** Six (6) years full-time experience in program acquisition, installation and fleet support of Submarine mechanical/electrical/electronic systems/equipment; and possess knowledge of:
  - (1) DOD/Navy systems and programs acquisition, and
  - (2) Navy systems requirements, standards, and procedures, and
  - (3) Navy procurement and acquisition, and
  - (4) Navy configuration management, data management, and program management; and
- (c) **GENERAL EXPERIENCE:** Six (6) years full-time experience in Navy programs life cycle support.

**C.10.19 SENIOR SYSTEMS ENGINEER:** This labor category is subdivided into six separate disciplines; Combat Control, Weapons, Acoustic, Communication, Navigation and Hull Mechanical & Electrical. Even though the qualifications are written the same for each discipline, the employee shall possess all the qualifications in only one of the six disciplines. Should the Contractor attempt to qualify an employee in more than one of these disciplines, the full requirement for each discipline shall be met. The Senior System Engineer shall be able to demonstrate the following minimum experience.

- (a) **EDUCATION:** Bachelor's Degree from an accredited four (4) year college or university.
- (b) **SPECIALIZED EXPERIENCE:** Six (6) years full-time engineering experience in the fire control, weapons, acoustics, communications and navigation subsystems and/or equipments of a Submarine Combat System, or a computerized and/or computer controlled combat system which closely resembles the AN/BQQ-10, AN/BYG-1, AN/BLQ-10 systems in complexity, operation, maintenance approach, and installation; and/or Six years full-time engineering experience in the support of all sub-systems onboard submarines in the HM&E disciplines.

This individual shall pose the qualifications in the operation, maintenance approach, and installation for installing and removing mechanical equipment components, foundations, bulkheads, hatches, cable runs, and piping for air, water systems, chill water, ventilation, and hydraulic systems.

- (c) **GENERAL EXPERIENCE:** Eight (8) years full-Time technical experience in an electrical/electronic field or HM&E field support and:
- (d) **MANAGEMENT & LEADERSHIP EXPERIENCE:** Three (3) years full-time experience in program management of a type and complexity equivalent to that necessary to support Advanced Submarine Systems Combat Control, Acoustic, Communication, Navigation programs and HM&E programs. This experience cannot be concurrent with either the specialized or general experience.

**C.10.20 SHEET METAL WORKER, MAINTENANCE:** The Maintenance Sheet metal Worker shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full-time experience at the journeyman level as a sheet metal worker and completion of formal apprenticeship or equivalent training and experience; and
- (c) **GENERAL EXPERIENCE:** Two (2) years full-time experience performing the following: Fabricates, installs and maintains in good repair the sheet-metal equipment and fixtures (such as machine guards, grease pans, shelves, lockers, tanks, ventilators, chutes, ducts, metal roofing) of an establishment. Work involves most of the following: Planning and laying out all types of sheet metal maintenance work from blueprints, models, or other specifications; setting up and operation all available types of sheet metal working machines; using a variety of hand tools in cutting, bending, forming, shaping, fitting and assembling; and installing sheet metal articles as required.

**C.10.21 SUPPLY SUPPORT MANAGER:** The Supply Support Manager shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Ten (10) years full-time submarine supply management experience in Submarine Navy Supply Organization active duty military equivalency is at the E- 7 and above level on-board submarine Surface ship and shore installation experience is not acceptable;
- (c) **GENERAL EXPERIENCE:** Five (5) years full-time experience in Navy Submarine Supply Support areas, and Experience in Navy Supply Support areas such as:
  - (1) Provisioning
  - (2) Replenishment
  - (3) Navy procurement
  - (4) Computer-based automated provisioning such as Navy ICAP's program
  - (5) R-supply/OMMS-NG shipboard system
  - (6) NCTSS Shipboard System

**C.10.22 SUPPLY TECHNICIAN:** The Supply Technician shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Six (6) years full-time experience in submarine fleet logistics support including experience in the fleet introduction, installation, test, operation, and life cycle support of submarine

mechanical/electronic systems/equipment. Experience in evaluating the material condition of ship systems and implementing corrective action; and

- (1) Four years on-board submarine supply experience; and
  - (2) Submarine CASREP requisition; and
  - (3) Submarine Inventory Management; and
  - (4) Navy procurement and provisioning procedures
- (c) **GENERAL EXPERIENCE:** Two (2) years full-time experience in Navy Integrated Logistics Support and System Life Cycle Support areas. This experience shall include each of the following Navy ILS components listed below in support of a major forward electronic system:
- (1) DOD and/or Navy Supply Support Systems
  - (2) COMSUBLANT/COMSUBPAC supply support directives, standards, and documentation
  - (3) Afloat supply procedures
  - (4) Navy Supply System organizations
  - (5) R-Supply OMMS-NG supply procedures and operations
  - (6) Maintenance Planning
  - (7) Test equipment support
  - (8) Technical logistical data
  - (9) Packaging, handling, storage, and transportation
  - (10) Configuration Management

**C.10.23 SYSTEMS ANALYST:** The Systems Analyst shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Three (3) years full-time experience in Submarine Forward Electronic Systems acquisition and lifecycle support. Possess knowledge of:
  - (1) DoD/Navy systems and programs acquisition; and
  - (2) Navy systems requirements, standards, and procedures; and
  - (3) Navy procurement and acquisition; and
  - (4) Navy configuration management, data management, and program management; and
- (c) **GENERAL EXPERIENCE:** Three (3) years full-time experience in Navy programs acquisition and lifecycle support.

**C.10.24 TECHNICAL INFORMATION SPECIALIST:** The Technical Information Specialist shall be able to demonstrating the following minimum experience:

- (a) **EDUCATION:** Bachelor's Degree in Computer Information Systems from an accredited four (4) year college or university.
- (b) **SPECIALIZED EXPERIENCE:** Four (4) years full-time experience in technical data management of Submarine Combat Systems and or Mechanical Systems acquisition life cycle programs in the following areas.
  - (1) Assembling technical data package for the AN/BLQ-10, AN/BQQ-10 Series, AN/BYG-1, subsystems acquisition; and
  - (2) Assembling technical data packages for Mechanical HM&E subsystems acquisition and
  - (3) Developing and preparing program reports, briefings, and presentations including draft and final versions; and

- (4) Reviewing and evaluating Program Management data, providing analyses recommendations, with supporting evidence; and
- (c) GENERAL EXPERIENCE: Three (3) years full-time experience in technical data management in the following areas:
  - (1) Developing, formatting, and publishing technical reports in narrative form with graphics including basic historical information, current status, and expected schedule of future events for the following type report: reports, configuration identification manuals, test procedures, etc., and
  - (2) Reviewing, evaluating, and maintaining engineering management data items such as engineering, drawings, manuals, workload, labor distribution, and other documents.

**C.10.25 TECHNICAL PROJECT MANAGER (Key Labor Category):** The Technical Project Manager shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: Bachelor's Degree from an accredited four (4) year college or university, or an equivalent as determined by the government
- (b) SPECIALIZED EXPERIENCE: Ten (10) years full-time experience in the management of technical projects involving major Submarine Mechanical/Electrical/Electronic systems/equipment. Eight (8) years full-time experience in the supervision of technical personnel engaged in work involving the Submarine Mechanical/Electronics systems/equipment Systems; and
- (c) GENERAL EXPERIENCE: Six (6) years full-time experience in the management of technical projects involving Submarine Mechanical/Electronics systems/equipment Systems; and five years full-time experience in the supervision of technical personnel engaged in work involving Submarine Mechanical/Electronics systems/equipment Systems.
- (d) Specialized and General Experience may be acquired concurrently.

**C.10.26 TECHNICAL WRITER:** The Technical Writer shall be able to demonstrate the following minimum experience:

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Four (4) years full-time experience in the documentation of operational/maintenance/installation data using standard military practices;
- (c) GENERAL EXPERIENCE: N/A.

**C.10.27 WELDER, COMBINATION, and MAINTENANCE:** The Maintenance Combination Welder performing work onboard submarines shall be able to demonstrate the following specialized experience

- (a) EDUCATION: No requirement specified.
- (b) SPECIALIZED EXPERIENCE: Three (3) years of demonstrated experience with and certification for performing GTAW or GMAW welding processes on-board submarines. This person shall have working knowledge of: all acceptable trade methods, NAVSEA TECH PUB T9034-AD-GIB-010/1688, NAVSEA TECH PUB S9074-AQ-GIB-010/248, and NAVSEA TECH PUB T9074-AS-GIB-010/271. They must possess skills to make complete penetration and fusion welds. This person shall have completed SUBSAFE Awareness and Work Authorization Training for working on-board submarines.

- (c) **GENERAL EXPERIENCE:** Minimum of five (5) years of experience performing shipboard welding utilizing MIG and TIG methods in all positions for various metals and alloys. Must have experience and job skills to perform fit-up, welding and workmanship inspections. Possess the necessary skills, knowledge, and ability to work from blueprints, drawings and technical data packages.

**C.10.28 WORD PROCESSOR II:** The Word Processor II shall be able to demonstrate the following minimum experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Six (6) months full-time experience utilizing computerized word processing systems in the preparation, typing, and storage of documents, and data entry in prepared spreadsheets and databases; and
- (c) **GENERAL EXPERIENCE:** Two (2) years full-time experience in the preparation, typing, and filing of military documentation, including typing in the appropriate format for technical manuals, specifications, and other technical documentation, and including data entry in spreadsheets and databases.

**C.10.29 WORD PROCESSOR III:** The Word Processor III shall be able to demonstrate the following experience:

- (a) **EDUCATION:** No requirement specified.
- (b) **SPECIALIZED EXPERIENCE:** Two (2) years full-time experience utilizing computerized word processing systems in the preparation, typing, and storage of documents, and data entry in prepared spreadsheets and databases.
- (c) **GENERAL EXPERIENCE:** Four (4) years full-time experience in the preparation, typing, filling of military documentation, including typing in the appropriate format for technical documentation, and including data entry in spreadsheets and database

## **C.11 KEY PERSONNEL REQUIREMENTS**

- (a) Certain experienced personnel are essential for successful contractor accomplishments of the work to be performed under this contract. The categories listed below are those defined as "Key Personnel":

TECHNICAL PROGRAM MANAGER  
ENGINEERING TECHNICIAN IV  
ENGINEERING TECHNICIAN V

- (b) The Contractor agrees that key personnel designated in the contract proposal will be available for contract performance and shall not be replaced during the first 120 days of the contract, unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications that are equal to or higher than the minimum qualifications for the position, as listed herein. If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the PWS, the contract may be terminated by the Contracting Officer for default.

## **C.12 DEPARTMENT OF LABOR (DOL) DETERMINATION OF MINIMUM WAGES AND FRINGE BENEFITS**

The U. S. Department of Labor Wage Determination No. 94-2543, Rev. Compliance with this determination is mandatory.

**C.13 PAYMENT OF DIRECT SUPPORT COSTS (i.e., TRAVEL, PER DIEM, RELATED SUPPORT AND OTHER DIRECT COSTS)**

**C.13.1 Reimbursable Travel Costs (Travel and Per Diem):** Except as otherwise provided below under non-reimbursable travel costs, the contractor will be reimbursed for authorized travel costs in accordance with the Joint Travel Regulations in effect at the time of the travel, plus applicable DCAA approved burden rate(s). No fee will be allowed on travel and per diem costs.

**C.13.2 Non-reimbursable Travel Costs**

**C.13.2.1** Travel performed for personal convenience, daily travel to and from the contractor's facility will not be reimbursed as a direct charge.

**C.13.2.2** Travel costs incurred in the replacement of personnel will not be reimbursed by the Government to the contractor when such replacement is accomplished at the contractor or employee's convenience.

**C.13.2.3** No travel or subsistence costs will be reimbursed for work performed within a 50-mile radius of the contractor's office. The contractor will not be paid for travel or subsistence for contractor personnel who reside in the metropolitan area in which the tasks are being performed.

**C.13.2.4** Relocation costs and travel costs incident to relocation are not allowed.

**C.13.3 Related Support Costs**

**C.13.3.1** The cost of related support furnished pursuant to specific authorization by the Ordering Officer shall be reimbursed at the Contractor's invoice cost, less any discounts to be taken plus applicable DCAA approved burden rate(s). No fee shall be allowed on related support costs. Estimated related support line may be used for, but not limited to, sub-contracting, material, transportation, facilities and warehousing specific to tasks set forth in individual PWS. Expendable related support costs for items such as office supplies: report paper, diskettes, printer ribbons, printer wheels/thimbles, drafting equipment and tools of the trade items, such as word processing and reproduction equipment or any equipment that is normally found in an office shall be absorbed by the contractor in his applicable burden rate. The Contractor shall support related support invoice with copies of paid invoices or store room requisitions to support all related support costs claimed.

**C.13.4 Other Direct Costs**

**C.13.4.1** The cost of other direct costs authorized under each individual PWS shall be reimbursed at cost plus the Contractor's applicable DCAA approved burden rate(s).

**C.13.4.2 FEE WILL NOT BE ALLOWED ON ANY OTHER DIRECT COSTS.**

**C.14 DEFINITION OF STRAIGHT TIME, OVERTIME**

**C.14.1 STRAIGHT TIME** is defined as a workweek of 40 hours (in accordance with FAR 22.103-1).

**C.14.2 OVERTIME** is defined as any time worked by a Contractor's employee in excess of the employee's normal workweek and in excess of 40 hour: per week (in accordance with FAR 22.103-1). Overtime shall be used only upon prior approval by the SME/ACOR/COR with concurrence of the Contracting/Ordering Officer, which includes approval within a task order.

**C.15 MANDATORY NUCLEAR AND SAFETY TRAINING.**

During the performance of this contract, all contractor personnel that perform non-nuclear work on nuclear powered vessels must receive training (at no cost to the government) in the areas delineated below prior to commencing work:

- (a) For work exclusive of the propulsion plant and exclusive of nuclear spaces and systems defined in NAVSEAINST C9210.4 series, training is required, at no cost to the government, in the following:
  - (1) U. S. citizenship and security requirements
  - (2) Mercury exclusion
  - (3) General ship safety and drill requirements
  - (4) Basic radiation awareness, control areas, and signs
- (b) For work that may be near or bordering secondary containment boundaries or bordering spaces and systems defined in NAVSEAINST C9210.4 series, training is required in the following:
  - (1) Training listed in paragraph a. above
  - (2) Requirements for working on secondary containment boundaries
- (c) For (non-nuclear system) work in or affecting propulsion system spaces or systems including those listed in NAVSEAINST C9210.4 series, training is required in the following:
  - (1) Training listed in paragraph b. above
  - (2) Security requirements or NNPI IAW NAVSEAINST 5511.32B
  - (3) Maintenance cleanliness requirements within propulsion spaces
  - (4) Spaces access, requirements, including dosimeter
- (d) Refresher training is required at least annually (and semi-annually for personnel requiring paragraph c. training)
- (e) Simple training records including lesson plan, brief outline of class content and attendance records will be maintained and made available to MARMC on request.
- (f) Liaison with ship's reactor department is required to determine if any additional ship/work special training is required prior to start of work requiring training of paragraph b. or c. above. Any additional training will be completed prior to commencing work.

#### **C.16 REIMBURSEMENT OF OTHER DIRECT COST**

##### **FEE WILL NOT BE ALLOWED ON ANY OTHER DIRECT COSTS.**

- (a) Reimbursable travel costs (travel and per diem): Except as otherwise provided below under non-reimbursable travel costs, the Contractor will be reimbursed for authorized travel in accordance with the Joint Travel Regulations in effect at the time of the travel. Travel in excess of the Contractor's employees normal commuting distance incurred in support of direct task requirements such as the pickup or delivery of task related materials, attendance at task related meetings, or the delivery of task deliverables shall require a travel voucher. The voucher shall show the names of the traveling parties, mileage determined from odometer readings and purpose and point of travel. Receipts and/or proof of cost are required, except when specifically not required by the JTR, when regulation does not required for OCONUS, when not practical, or when waived by the Contracting Officer.
- (b) Non-reimbursable travel cost: Travel performed for personal convenience such as daily travel to and from work at the Contractor's facility will not be reimbursed. Travel costs incurred in the replacement of personnel will not be reimbursed by the Government to the Contractor when such replacement is accomplished at the Contractor or employee's convenience.

- (c) Shipboard Stay: Whenever work assignments require temporary duty aboard a Government ship, the Contractor will be reimbursed at the per diem rates identified in the DOD Joint Travel Regulations, Volume 2. In accordance with FMP Supplement 990-2, Subchapter S9, "Pay for Irregular or Intermittent Duty involving Physical Hardship or Hazard", for the periods when hazardous boarding/leaving, captive status, or high/catapult pay apply, employees shall be entitled to a pay differential equal to 25% of the rate of basic pay applicable to the employee.

#### **C.17 FORWARD ELECTRONIC SYSTEMS SKILL SET PROFICIENCY TRAINING:**

During the performance of this contract, all contractor personnel that perform Submarine Forward Electronic Systems Support, will be required to attend commercial software/hardware systems skill set training courses (at no cost to the government). In order to develop and maintain the necessary skill sets to support submarine Forward Electronic systems. The contractor shall maintain an in-house/out-house training program that will develop, maintain and expand on the necessary skills required to conduct assigned work under this contract.

- (a) The skill sets include but are not limited to:
- (1) Network Training
  - (2) IP Protocol Training
  - (3) Unix/Linux/Red Hat Linux Training
  - (4) Router Training
  - (5) Fiber optics (Repair/Installer) Training
  - (6) Microsoft Office Suite Training
  - (7) Security + Network Training and Certifications which are in compliance with the Information Assurance Workforce Improvement Program DoD 8570. (series)
  - (8) Basic hydraulic functional theory, i.e. Parker Hannifin Corp Basic Hydraulic Technology and IndustrialHydraulic Technology Part II.
- (b) Simple training records including brief outline of the class's content and attendance records will be maintained and made available to MARMC on request by the COR.

#### **C.18 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 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 E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
1003	Destination	Government	Destination	Government
1004	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
2003	Destination	Government	Destination	Government
2004	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
1001	N/A	N/A	N/A	N/A
1002	N/A	N/A	N/A	N/A
1003	N/A	N/A	N/A	N/A
1004	N/A	N/A	N/A	N/A
2001	N/A	N/A	N/A	N/A
2002	N/A	N/A	N/A	N/A
2003	N/A	N/A	N/A	N/A
2004	N/A	N/A	N/A	N/A

PERIOD OF PERFORMANCE

The anticipated period of performance of the resultant contract(s) will be one (1) year from the contract start date, plus one (1) additional one-year option period.

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**TO BE COMPLETED PER TASK ORDER**

## 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).

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(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.

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(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	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
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.

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(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.

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(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

**TO BE COMPLETED PRIOR TO AWARD**

**CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES**

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data;
- b. Freedom of Information inquiries;
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document; and/or
- d. Arranging the post award conference (See FAR 42.503).

Name: -----

Address: -----

-----

-----

Phone: -----

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein.

Name: -----

Address: -----

-----

-----

Phone: -----

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the contractor.

Name: -----

Address: -----

-----

-----

Phone: -----

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Name: -----

Address: -----

-----

-----

Phone: -----

5. CONTRACTING OFFICERS REPRESENTATIVE (COR) is responsible for:
- a. Liaison with personnel at the Government installation and the contractor personnel on site;
  - b. Technical advice/recommendations/clarification on the statement of work;
  - c. The statement of work for delivery/task orders placed under this contract.
  - d. An independent government estimate of the effort described in the definitized statement of work;
  - e. Quality assurance of services performed and acceptance of the services or deliverables;
  - f. Government furnished property;
  - g. Security requirements on Government installation;
  - h. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Delivery/Task order; and/or
  - i. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order; or until the issue has otherwise been resolved. **THE COR IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE THE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

COR Name: -----  
 Address: -----  
 -----  
 -----  
 Phone: -----

In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the alternate COR listed below:

ACOR Name: -----  
 Address: -----  
 -----  
 -----  
 Phone: -----

6. TECHNICAL ASSISTANT, if assigned by the requiring activity, is responsible for providing technical assistance and support to the COR in contract administration by:
- a. Identifying contractor deficiencies to the COR;
  - b. Reviewing contract/delivery/task order deliverables and recommending acceptance/rejection of deliverables;
  - c. Identifying contractor noncompliance of reporting requirements;
  - d. Evaluating contractor proposals for specific contracts/orders and identifying areas of concern affecting negotiations;
  - e. Reviewing contractor reports providing recommendations for acceptance/rejection;
  - f. Reviewing invoices for appropriateness of costs and providing recommendations to facilitate certification of the invoice;
  - g. Providing COR with timely input regarding the SOW, technical direction to the contractor and recommending corrective actions; and
  - h. Providing written reports to the COR as required concerning trips, meetings or conversations with the contractor.

Name: -----  
 Address: -----  
 -----  
 -----

Phone: -----

7. ORDERING OFFICER is responsible for:

- a. Requesting, obtaining, and evaluating proposals for orders to be issued;
- b. Determining the estimated cost of the order is fair and reasonable for the effort proposed;
- c. Obligating the funds by issuance of the delivery/task order;
- d. Authorization for use of overtime;
- e. Authorization to begin performance; and/or
- f. Monitoring of total cost of delivery/task orders issued.

The following limitations/restrictions are placed on the Ordering Officer:

- a. Type of order issued is limited by this contract to ----- pricing arrangements;
- b. No order shall be placed in excess of \$----- without the prior approval of the PCO; and/or
- c. No order shall be placed with delivery requirements in excess of -----.

Name: -----

Address: -----

-----

-----

Phone: -----

(End of text)

DOL CLAUSE

**DEPARTMENT OF LABOR (DOL) DETERMINATION OF MINIMUM WAGE AND FRINGE BENEFITS**

The following U.S. Department of Labor Wage Determinations are hereby incorporated in this solicitation and the resultant contract. Compliance is mandatory.

Wage Determinations:

- 05-2543 Rev-16, dated 08/05/2014, Virginia
- 05-2087 Rev 17, dated 08/05/2014, Connecticut
- 05-3023 Rev 15, dated 08/05/2014, Connecticut
- 05-2257 Rev 18, dated 08/05/2014, New Hampshire
- 05-2559 Rev 17, dated 08/05/2014, Washington
- 05-2147 Rev 16, dated 08/05/2014, Guam
- 05-2057 Rev 15, dated 08/05/2014 California
- 05-2089 Rev 20, dated 08/05/2014, Connecticut
- 05-2115 Rev 14, dated 08/05/2014, Georgia
- 05-2339 Rev 16, dated 08/05/2014, New Hampshire
- 05-2153 Rev 18, dated 08/05/2014, Hawaii

The wage determinations are available online at <http://www.wdol.gov/>.

**STATEMENT OF CORRELATION**

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

THIS STATEMENT IS FOR INFORMATION ONLY. IT IS NOT A WAGE DETERMINATION

<u>RFP Labor Category</u>	<u>SCA Directory of Occupations Labor Category</u>
Computer Programmer III	Computer Programmer III

Computer Systems Engineer	Professional
Drafter/CAD Operator III	Drafter III
Drafter/CAD Operator IV	Drafter IV
Electrical Engineer	Professional
Electrician, Maintenance	Electrician, Maintenance
Engineering Technician IV	Engineering Technician IV
Engineering Technician V	Engineering Technician V
ILS Manager	Professional
ILS Specialist	Supply Technician
IT Technician	Professional
Junior Engineer	Professional
Machinist, Maintenance	Machinist, Maintenance
Maintenance Trades Helper	Maintenance Trades Helper
Material Expeditor	Material Expeditor
Mechanical Engineer	Professional
Mechanic, Shipboard	Machinery Maintenance Mechanic
Pipefitter	Pipefitter, Maintenance
Sheet Metal Worker	Sheet Metal Worker, Maintenance
Senior Systems Analyst	Professional
Senior Systems Engineer	Professional
Supply Support Manager	Professional
Supply Support Technician	Supply Technician
Systems Analyst	Professional
Technical Information Specialist	Technical Writer
Technical Project Manager	Professional
Technical Writer II	Technical Writer
Welder, Combination Maintenance	Welder, Combination Maintenance
Word Processor II	Word Processor II
Word Processor III	Word Processor III

(End of Clause)

#### ORDERING

- a. Ordering: Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Task Orders (TOs) on DD Form 1155 by the Ordering Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any TO. When mailed, a TO shall be "issued" for purpose of this contract at the time the Government deposits the order in the mail, or, if transmitted by other means, when physically delivered to the Contractor.
- b. Ordering Procedures: TOs issued shall include, but not be limited to the following information:
  - (1) Date of order
  - (2) Contract and order number
  - (3) Appropriation and accounting data
  - (4) Description of the services to be performed (PWS), period of performance, and price
  - (5) DD Form 254 (contract Security Classification Spec), if applicable
  - (6) DD Form 1423 (Contract Data Requirements List), if applicable

- (7) Place of performance
  - (8) Fixed Price and estimated Travel and ODCs (if FP task order)
  - (9) Estimated Cost, Fixed Fee, and estimated Travel and ODCs (if CPFF task order)
  - (10) List of Government Furnished Property and the estimated value thereof, if applicable
  - (11) Any other pertinent information
- c. Unilateral Orders issued under an urgent requirement. TOs under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Ordering Officer may require the Contractor to perform and any disagreement shall be deemed a dispute within the meaning of the Disputes clause.
- d. Cautionary Note: Nothing stated in the TO, in a quote, or in discussions thereto, can modify the basic contract terms or regulations governing this contract.
- e. Multiple Award Information: After award of initial contract(s), task orders will be issued in accordance with the regulations set forth at FAR 16.505 and DFARS 216.505. Placement procedures for task and delivery orders will ensure that all awardees are given a fair opportunity to be considered for each task order in accordance with FAR 16.505(b)(1) and DFARS 216.505-70(b) and (c), unless one of the exceptions set forth at FAR 16.505(b)(2) and DFARS 216.505-70(b)(1) and (2) applies. Selection procedures will be tailored based on the nature of the task order requirements and selection may be based on a variety of methods including best value, lowest priced technically acceptable offer, or low price. Where applicable each request for submission in conjunction with placing a task order will state the method of selection. Specific evaluation factors will be identified in the task order solicitation. Contractors may elect not to submit on all task order requirements. The contracting officer will consider past performance on earlier orders under the contract, including quality and timeliness.
- (1) The Government may use oral proposals and streamlined procedures in selecting awardees. The Ordering Officer need not contact each multiple awardee if the Ordering Officer has information available to ensure that each awardee is fairly considered.
  - (2) Awardees need not be given an opportunity to be considered for a particular Task Order in excess of \$3,000.00 under multiple Task Order contracts if the Ordering Officer determines that:
    - (a) The agency needs for such services are of such urgency that providing such opportunity would result in unacceptable delays;
    - (b) Only one such Contractor is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;
    - (c) The Task Order should be issued on a sole source basis in the interest of economy and efficiency as a logical follow-on to a Task Order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original Task Order; or
    - (d) It is necessary to place a Task Order to satisfy a minimum guarantee;
    - (e) The Ordering Officer determines in writing that it is in the best interest of the Government to do so.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

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	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.210-1	Market Research	APR 2011
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-- Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.215-23 Alt I	Limitations on Pass-Through Charges (Oct 2009) - Alternate I	OCT 2009
52.216-7	Allowable Cost And Payment	JUN 2013
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	JAN 2011
52.219-8	Utilization of Small Business Concerns	MAY 2014

52.219-9	Small Business Subcontracting Plan	JUL 2013
52.219-9 Alt II	Small Business Subcontracting Plan (JULY 2013) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-2	Payment For Overtime Premiums	JUL 1990
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	MAY 2014
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-29	Notification Of Visa Denial	JUN 2003
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
52.222-41	Service Contract Act Of 1965	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
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
52.223-17	Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts	MAY 2008
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
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013

52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - 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
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-2	Production Progress Reports	APR 1991
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.243-2	Changes--Cost-Reimbursement	AUG 1987
52.243-2 Alt I	Changes--Cost-Reimbursement (Aug 1987) - Alternate I	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	MAY 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-1	Commercial Bill Of Lading Notations	FEB 2006
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
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
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
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of unclassified controlled technical information	NOV 2013
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.215-7000	Pricing Adjustments	DEC 2012
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013

252.225-7001	Buy American And Balance Of Payments Program	DEC 2012
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.242-7004	Material Management And Accounting System	MAY 2011
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
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7003	Notification of Potential Safety Issues	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$500.00** (insert dollar figure or quantity), the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of **\$5,000,000.00** (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of **\$10,000,000.00** (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within **FIVE (5)** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **TWO (2)** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **ONE YEAR FROM DATE OF 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 within **SEVEN (7) DAYS OF CONTRACT EXPIRATION**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **SEVEN (7)** 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 **TWENTY FOUR (24) MONTHS**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the

provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION  
Employee Class Monetary Wage-Fringe Benefits

(End of clause)

#### 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 Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of clause)

#### 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

(b) The use in this solicitation or contract of any Department of Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from **CONTRACT START DATE** through **CONTRACT EXPIRATION DATE**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the

schedule.

(End of Clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (AUG 2012)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

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

Historically black colleges and universities means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

Minority institutions means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

Summary Subcontract Report (SSR) Coordinator means the individual at the department or agency level who is registered in eSRS and is responsible for acknowledging receipt or rejecting SSRs in eSRS for the department or agency.

(b) Except for company or division-wide commercial items subcontracting plans, the term "small disadvantaged business," when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph

(d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian Tribe or a Tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 8502-8504), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under section 831 of Public Law 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded--

(1) Protege firms which are qualified organizations employing the severely disabled; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Public Law 101-510.

(f) The master plan is approved by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(h)(1) For DoD, the Contractor shall submit reports in eSRS as follows:

(i) The Individual Subcontract Report (ISR) shall be submitted to the contracting officer at the procuring contracting office, even when contract administration has been delegated to the Defense Contract Management Agency.

(ii) An SSR for other than a commercial subcontracting plan, or construction and related maintenance repair contracts, shall be submitted in eSRS to the department or agency within DoD that administers the majority of the Contractor's individual subcontracting plans. An example would be Defense Finance and Accounting Service or Missile Defense Agency.

(2) For DoD, the authority to acknowledge receipt or reject reports in eSRS is as follows:

(i) The authority to acknowledge receipt or reject the ISR resides with the contracting officer who receives it, as described in paragraph (h)(1)(i) of this clause.

(ii) Except as provided in (h)(2)(iii), the authority to acknowledge receipt or reject SSRs in eSRS resides with the SSR Coordinator at the department or agency that administers the majority of the Contractor's individual subcontracting plans.

(iii) The authority to acknowledge receipt or reject SSRs for construction and related maintenance and repair contracts resides with the SSR Coordinator for each department or agency.

(iv) The authority to acknowledge receipt or reject the Year-End Supplementary Report for Small Disadvantaged Businesses resides with the SSR Coordinator who acknowledges receipt or rejects the SSR.

(v) If the Contractor submits the Small Disadvantaged Business Participation report using eSRS, the authority to acknowledge receipt or reject this report in eSRS resides with the contracting officer who acknowledges receipt or rejects the ISR.

(End of clause)

**5252.204-9400 Contractor Unclassified Access to Federally Controlled Facilities, Sensitive Information, Information Technology (IT) Systems or Protected Health Information (July 2013)**

Homeland Security Presidential Directive (HSPD)-12, requires government agencies to develop and implement Federal security standards for Federal employees and contractors. The Deputy Secretary of Defense Directive-Type Memorandum (DTM) 08-006 – “DoD Implementation of Homeland Security Presidential Directive – 12 (HSPD-12)” dated November 26, 2008 (or its subsequent DoD instruction) directs implementation of HSPD-12. This clause is in accordance with HSPD-12 and its implementing directives.

**APPLICABILITY**

This clause applies to contractor employees requiring physical access to any area of a federally controlled base, facility or activity and/or requiring access to a DoN or DoD computer/network/system to perform certain unclassified sensitive duties. This clause also applies to contractor employees who access Privacy Act and Protected Health

Information, provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Position, as advised by the command security manager. It is the responsibility of the responsible security officer of the command/facility where the work is performed to ensure compliance.

Each contractor employee providing services at a Navy Command under this contract is required to obtain a Department of Defense Common Access Card (DoD CAC). Additionally, depending on the level of computer/network access, the contract employee will require a successful investigation as detailed below.

### **ACCESS TO FEDERAL FACILITIES**

Per HSPD-12 and implementing guidance, all contractor employees working at a federally controlled base, facility or activity under this clause will require a DoD CAC. When access to a base, facility or activity is required contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy Command and shall out-process prior to their departure at the completion of the individual's performance under the contract.

### **ACCESS TO DOD IT SYSTEMS**

In accordance with SECNAV M-5510.30, contractor employees who require access to DoN or DoD networks are categorized as IT-I, IT-II, or IT-III. The IT-II level, defined in detail in SECNAV M-5510.30, includes positions which require access to information protected under the Privacy Act, to include Protected Health Information (PHI). All contractor employees under this contract who require access to Privacy Act protected information are therefore categorized no lower than IT-II. IT Levels are determined by the requiring activity's Command Information Assurance Manager. Contractor employees requiring privileged or IT-I level access, (when specified by the terms of the contract) require a Single Scope Background Investigation (SSBI) which is a higher level investigation than the National Agency Check with Law and Credit (NACLIC) described below. Due to the privileged system access, a SSBI suitable for High Risk public trusts positions is required. Individuals who have access to system control, monitoring, or administration functions (e.g. system administrator, database administrator) require training and certification to Information Assurance Technical Level 1, and must be trained and certified on the Operating System or Computing Environment they are required to maintain.

Access to sensitive IT systems is contingent upon a favorably adjudicated background investigation. When access to IT systems is required for performance of the contractor employee's duties, such employees shall in-process with the Navy Command's Security Manager and Information Assurance Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The decision to authorize access to a government IT system/network is inherently governmental. The contractor supervisor is not authorized to sign the SAAR-N; therefore, the government employee with knowledge of the system/network access required or the COR shall sign the SAAR-N as the "supervisor".

The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

When required to maintain access to required IT systems or networks, the contractor shall ensure that all employees requiring access complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

### **INTERIM ACCESS**

The Navy Command's Security Manager may authorize issuance of a DoD CAC and interim access to a DoN or DoD unclassified computer/network upon a favorable review of the investigative questionnaire and advance favorable fingerprint results. When the results of the investigation are received and a favorable determination is not made, the contractor employee working on the contract under interim access will be denied access to the computer network and this denial will not relieve the contractor of his/her responsibility to perform.

**DENIAL OR TERMINATION OF ACCESS**

The potential consequences of any requirement under this clause including denial or termination of physical or system access in no way relieves the contractor from the requirement to execute performance under the contract within the timeframes specified in the contract. Contractors shall plan ahead in processing their employees and subcontractor employees. The contractor shall insert this clause in all subcontracts when the subcontractor is permitted to have unclassified access to a federally controlled facility, federally-controlled information system/network and/or to government information, meaning information not authorized for public release.

**CONTRACTOR'S SECURITY REPRESENTATIVE**

The contractor shall designate an employee to serve as the Contractor's Security Representative. Within three work days after contract award, the contractor shall provide to the requiring activity's Security Manager and the Contracting Officer, in writing, the name, title, address and phone number for the Contractor's Security Representative. The Contractor's Security Representative shall be the primary point of contact on any security matter. The Contractor's Security Representative shall not be replaced or removed without prior notice to the Contracting Officer and Command Security Manager.

**BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO NATIONAL SECURITY POSITIONS OR PERFORMING SENSITIVE DUTIES**

Navy security policy requires that all positions be given a sensitivity value based on level of risk factors to ensure appropriate protective measures are applied. Navy recognizes contractor employees under this contract as Non-Critical Sensitive [ADP/IT-II] when the contract scope of work require physical access to a federally controlled base, facility or activity and/or requiring access to a DoD computer/network, to perform unclassified sensitive duties. This designation is also applied to contractor employees who access Privacy Act and Protected Health Information (PHI), provide support associated with fiduciary duties, or perform duties that have been identified by DON as National Security Positions. At a minimum, each contractor employee must be a US citizen and have a favorably completed NACLIC to obtain a favorable determination for assignment to a non-critical sensitive or IT-II position. The NACLIC consists of a standard NAC and a FBI fingerprint check plus law enforcement checks and credit check. Each contractor employee filling a non-critical sensitive or IT-II position is required to complete:

- SF-86 Questionnaire for National Security Positions (or equivalent OPM investigative product)
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date. Background investigations shall be reinitiated as required to ensure investigations remain current (not older than 10 years) throughout the contract performance period. The Contractor's Security Representative shall contact the Command Security Manager for guidance when reinvestigations are required.

Regardless of their duties or IT access requirements ALL contractor employees shall in-process with the Navy Command's Security Manager upon arrival to the Navy command and shall out-process prior to their departure at the completion of the individual's performance under the contract. Employees requiring IT access shall also check-in and check-out with the Navy Command's Information Assurance Manager. Completion and approval of a System Authorization Access Request Navy (SAAR-N) form is required for all individuals accessing Navy Information Technology resources. The SAAR-N shall be forwarded to the Navy Command's Security Manager at least 30 days prior to the individual's start date. Failure to provide the required documentation at least 30 days prior to the individual's start date shall result in delaying the individual's start date.

The contractor shall ensure that each contract employee requiring access to IT systems or networks complete annual Information Assurance (IA) training, and maintain a current requisite background investigation. Contractor employees shall accurately complete the required investigative forms prior to submission to the Navy Command

Security Manager. The Navy Command's Security Manager will review the submitted documentation for completeness prior to submitting it to the Office of Personnel Management (OPM). Suitability/security issues identified by the Navy may render the contractor employee ineligible for the assignment. An unfavorable determination made by the Navy is final (subject to SF-86 appeal procedures) and such a determination does not relieve the contractor from meeting any contractual obligation under the contract. The Navy Command's Security Manager will forward the required forms to OPM for processing. Once the investigation is complete, the results will be forwarded by OPM to the DON Central Adjudication Facility (CAF) for a determination.

If the contractor employee already possesses a current favorably adjudicated investigation, the contractor shall submit a Visit Authorization Request (VAR) via the Joint Personnel Adjudication System (JPAS) or a hard copy VAR directly from the contractor's Security Representative. Although the contractor will take JPAS "Owning" role over the contractor employee, the Navy Command will take JPAS "Servicing" role over the contractor employee during the hiring process and for the duration of assignment under that contract. The contractor shall include the IT Position Category per SECNAV M-5510.30 for each employee designated on a VAR. The VAR requires annual renewal for the duration of the employee's performance under the contract.

#### **BACKGROUND INVESTIGATION REQUIREMENTS AND SECURITY APPROVAL PROCESS FOR CONTRACTORS ASSIGNED TO OR PERFORMING NON-SENSITIVE DUTIES**

Contractor employee whose work is unclassified and non-sensitive (e.g., performing certain duties such as lawn maintenance, vendor services, etc ...) and who require physical access to publicly accessible areas to perform those duties shall meet the following minimum requirements:

- Must be either a US citizen or a US permanent resident with a minimum of 3 years legal residency in the United States (as required by The Deputy Secretary of Defense DTM 08-006 or its subsequent DoD instruction) and
- Must have a favorably completed National Agency Check with Written Inquiries (NACI) including a FBI fingerprint check prior to installation access.

To be considered for a favorable trustworthiness determination, the Contractor's Security Representative must submit for all employees each of the following:

- SF-85 Questionnaire for Non-Sensitive Positions
- Two FD-258 Applicant Fingerprint Cards (or an electronic fingerprint submission)
- Original Signed Release Statements

The contractor shall ensure each individual employee has a current favorably completed National Agency Check with Written Inquiries (NACI) or ensure successful FBI fingerprint results have been gained and investigation has been processed with OPM

Failure to provide the required documentation at least 30 days prior to the individual's start date may result in delaying the individual's start date.

\* Consult with your Command Security Manager and Information Assurance Manager for local policy when IT-III (non-sensitive) access is required for non-US citizens outside the United States.

#### **TO BE COMPLETED PRIOR TO AWARD**

**5252.243-9400 Authorized Changes Only By The Contracting Officer (Jan 1992)**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicate with Contractor personnel during the performance of this contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. In the event the Contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME:

ADDRESS:

TELEPHONE:

(End of Clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

- Attachment I – Pricing Spreadsheet
- Attachment II – Level of Effort CPFF
- Attachment III – Past Performance Information Form
- Attachment IV – Performance Risk Assessment Questionnaire
- Attachment V – Quality Assurance Surveillance Plan (QASP)
- Attachment VI – Contract Administration Plan (CAP)
- Attachment VII – DD254
- Attachment VIII – CDRLs A001, A002 and A003

## Section K - Representations, Certifications and Other Statements of Offerors

## CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.209-2	Prohibition on Contracting with Inverted Domestic Corporations--Representation	MAY 2011
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009
252.225-7003	Report of Intended Performance Outside the United States and Canada--Submission with Offer	OCT 2010

## CLAUSES INCORPORATED BY FULL TEXT

## 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.

(2) The small business size standard is **\$38.5M**.

(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. 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 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 Certifications. 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 Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

(iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards 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 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)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( ) are not ( ) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or

destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

(C) Are ( ) are not ( ) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.; and

(D) Have ( ) , have not ( ) , within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) Examples. (i) The taxpayer has received a statutory notice of deficiency, under I.R.C. Sec. 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. Sec. 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. Sec. 6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has ( ) has not ( ) , within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) Principal, for the purposes of this certification, 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 shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

#### 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in 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)

#### 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition **541330**.

(2) The small business size standard is **\$38.5M**.

(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) Representations.

(1) The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--

(i) It ( ) is, ( ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: -----.] Each

WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--

(i) It ( ) is, ( ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(8) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It [ ] is, [ ] is not a HUBZone small business concern [ listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It [ ] is, [ ] is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: -----.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business concern eligible under the WOSB Program.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned small business (WOSB) concern eligible under the WOSB Program (in accordance with 13 CFR part 127)", means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a business concern that is small, HUBZone small, small disadvantaged, service-disabled veteran-owned small, economically disadvantaged women-owned small, or women-owned small eligible under the WOSB Program in order to obtain a contract to be awarded under the preference programs established pursuant to section 8, 9, 15, 31, and 36 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

## 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2012) - ALTERNATE I (MAY 2014)

- (a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541330**.
- (2) The small business size standard is **\$38.5M**.
- (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) Representations. (1) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( \_\_\_ ) is, ( \_\_\_ ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a women-owned small business concern.
- (4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (b)(3) of this provision.] The offeror represents as part of its offer that--
- (i) It ( \_\_\_ ) is, ( \_\_\_ ) is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(4)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a women-owned small business concern eligible under the WOSB Program in (b)(4) of this provision.] The offeror represents as part of its offer that--
- (i) It ( \_\_\_ ) is, ( \_\_\_ ) is not an EDWOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and
- (ii) It [ \_\_\_ ] is, [ \_\_\_ ] is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (b)(5)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: ---- \_\_\_ -----.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- (6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ( \_\_\_ ) is, ( \_\_\_ ) is not a veteran-owned small business concern.

(7) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(6) of this provision.) The offeror represents as part of its offer that it (  ) is, (  ) is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

(i) It (  ) is, (  ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It (  ) is, (  ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(8)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:  .) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(9) (Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.) The offeror shall check the category in which its ownership falls:

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"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 (a) of this provision.

Veteran-owned small business concern means a small business concern--

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; or
- (2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

#### 52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEBRUARY 2001)

(a) Definition.

Forced or indentured child labor means all work or service--

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed endproducts from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product

-----  
-----

Listed Countries of Origin

-----  
-----

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c)(1) or paragraph (c)(2) of this provision.

( ) (1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

( ) (2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

(a) ( ) It has, ( ) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) ( ) It has, ( ) has not, filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

(a) [ ] it has developed and has on file, [ ] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) [ ] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN--  
CERTIFICATION (AUG 2009)

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

Business operations means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Marginalized populations of Sudan means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

Restricted business operations means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(End of provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (MAY 2012)

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

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

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

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$700,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

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

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

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

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

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

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

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

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

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

## (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than \$50 million (of which at least one award exceeded \$1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

## (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

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

## II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

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

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

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$25 million or more.

## III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

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

YES  NO

(End of provision)

## 52.230-7 PROPOSAL DISCLOSURE--COST ACCOUNTING PRACTICE CHANGES (APR 2005)

The offeror shall check ``yes" below if the contract award will result in a required or unilateral change in cost accounting practice, including unilateral changes requested to be desirable changes.

Yes  No

If the offeror checked ``Yes" above, the offeror shall--

(1) Prepare the price proposal in response to the solicitation using the changed practice for the period of performance for which the practice will be used; and

(2) Submit a description of the changed cost accounting practice to the Contracting Officer and the Cognizant Federal Agency Official as pricing support for the proposal.

(End of provision)

## 252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (FEB 2014)

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

``System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

``Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an ``NCAGE code."

``Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

``Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

``Registered in the System for Award Management (SAM) database" means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record ``Active."

(End of clause)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014 APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

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

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

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

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

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

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

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

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

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

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

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or

pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR 15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

## Section L - Instructions, Conditions and Notices to Bidders

### INSTRUCTIONS TO OFFERORS

The Government intends to evaluate proposals and award without discussions with offerors. Accordingly, each offeror should submit its most favorable terms from a cost/price and non-price standpoint. However, the Government reserves the right to conduct discussions if later determined by the contracting officer to be necessary.

At the time of the solicitation closing date, offerors shall submit the information specified in paragraphs A. (I) through (IV) below.

#### **A. Proposal Contents:**

##### **I. Technical Approach**

The offeror's technical proposal shall convince the government that the offeror is capable of fully providing the services identified in the PWS by the contract start date. Technical proposals shall demonstrate the offeror's overall understanding of the PWS minimum requirements. The offer shall demonstrate compliance with requirements delineated within the PWS. The offeror's proposal shall consist of a written submission to the Government, which will consist of the offeror's Program Management Plan and Staffing Plan as follows:

- Program Management - The Offeror shall demonstrate a complete understanding of all requirements of the PWS; discuss its capability to fully implement and execute all requirements of the PWS (Section C.3); and address its management and oversight of the contract in order to meet the requirements of the PWS.
- Staffing Plan - The offeror shall provide a staffing approach for utilization of the offeror's personnel resources that demonstrates an understanding of the skill sets required to successfully accomplish the tasks of the PWS. This staffing approach should demonstrate the offeror's ability to meet the minimum key personnel requirements of the PWS.

##### **II. Past Performance**

In order to facilitate the Government's evaluation of this factor; the offeror shall provide information on **no more than three (3) previous contracts** whose effort was relevant to the effort required by this solicitation; the contracts provided should have been performed within the last five (5) years. The Government evaluation will focus only on work experience already performed. Yet-to-be performed work and experience prior to the last five (5) years will not be considered. Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this RFP.

Relevant past performance for proposed subcontractor(s) may be submitted. If subcontractor contracts are submitted, the offeror must also clearly indicate the percentage of work that the subcontractor(s) will perform under each task/category of effort throughout the course of the contract. If subcontractor past performance is provided as part of the three (3) contracts or efforts, the subcontractor past performance will be given weight relative to the amount of effort under the solicitation that the subcontractor is proposed to perform. Therefore, the offeror's proposal should detail clearly the aspects of the work in the solicitation that the subcontractor is proposed to perform. Offerors may also provide references where they have performed as a subcontractor. If past performance as a subcontractor is provided as part of the three (3) contracts or efforts, it will be given weight relative to the amount of effort performed under that contract.

The Government may verify past performance information. The Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to CPARS. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of

the Government. This past performance information will be used for the evaluation of past performance. Past Performance submission is limited to 6 pages (2 pages per reference contract). Information provided beyond 6 pages will not be considered. This does not include questionnaires.

Past Performance shall, at a minimum, provide the following information:

- Contract Number/Task Order Number
- Contract Type
- Contract Period of Performance
- Annual Contract/Task Order Cost
- Description of work performed
- Valid name, phone number and email address of Contracting Officer and Contracting Officer Representative/Technical Point of Contact. It is incumbent upon Offerors to ensure they are providing a valid names, phone numbers and email addresses. References who cannot be contacted will receive a neutral rating.

In the description of work, Offerors should provide a detailed explanation demonstrating the similarity of the contracts in terms of scope and magnitude, to the requirements of the RFP for purposes of the relevancy.

Past performance information shall be provided in accordance with **Attachment III** "Past Performance Information Form". In addition to the information previously requested offerors shall contact their past performance references and request that each reference complete **Attachment IV** "Performance Risk Assessment Questionnaires" and e-mail the completed form(s) directly to both Jennifer Andrews and Jana Cleveland, e-mails: [jennifer.andrews@navy.mil](mailto:jennifer.andrews@navy.mil) and [jana.cleveland@navy.mil](mailto:jana.cleveland@navy.mil), BY THE DUE DATE OF THE PROPOSALS. The Government may consider questionnaires received after the due date of the proposals. The Government reserves the right to contact references for verification or additional information.

If the Offeror possesses no relevant past performance, it should affirmatively state this fact in their proposal. Failure to submit the completed narratives questionnaires shall be considered certification (by signature on the proposal) that the Offeror has no past performance for like or similar items for the Government to evaluate.

### III. Cost/Price Proposal

The government anticipates awarding a hybrid contract consisting of both Fixed Price and Cost Plus Fixed Fee services. The offeror agrees to hold the prices in its offer firm for 180 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation. The Cost/Price submission should include all elements of cost/price and other information as appropriate to support the proposed cost/price. The cost/price submission is not page limited, but is strictly limited to cost/price information. Offers shall consist of and must include the following:

1. A complete and signed Solicitation and executed copy of all Amendments, if applicable, completed by the offeror
2. RFP Section B "Schedule of Supplies/Services" completed by the offeror, to include B-3 PAYMENT OF FIXED FEE.
3. Letters of commitment from all significant subcontractors. Significant subcontractor is defined as those subcontractors providing effort consisting of 10% or more of the total effort.
4. Fixed Price Proposal:

The fixed price portion of the proposal shall be a complete and detailed breakdown to support the fixed price portion of the level of effort required in Section B of the RFP. At a minimum it should include:

- a. Separate price breakdown for the performance period.

Fixed prices shall be entered into **Attachment I – Pricing Spreadsheet**, readable in Microsoft Office Excel format. Offerors shall not alter the format of the spreadsheets except that column(s) may be widened.

5. Cost Proposal:

- a. The cost portion of the proposal shall be a complete and detailed cost breakdown to support the Cost portion of level of effort required in Section B of the RFP, also provided as **Attachment II – Level of Effort CPFF**. At a minimum it should include:

- the direct rates for the labor categories found in the Section B, Level of Effort clause, including how they were developed;
- the fringe and overhead rates, including how they are applied to the direct labor;
- the G&A rates;
- the fixed fee, which should be derived by applying the rate of the fee to only the burdened labor costs, not to Other Direct Costs (ODCs) or travel;
- and the Government provided amount for ODCs and travel found below, plus G&A or material handling fees on ODCs and travel, if applicable.

- b. The cost proposal shall include all elements of cost and such other cost information as considered appropriate to support your proposal. The cost information shall be completed in accordance with the following:

- Cost proposal spreadsheets shall be readable in Microsoft Office Excel and all formulas used shall be made visible.
- Separate cost information shall be submitted for each year of the services specified in Section B of the solicitation.
- Supporting data including labor rates and hours, and burden rates (fringe, overhead, G&A) used in developing the cost breakdown to support the level of effort (provided as an estimate for pricing purposes in Section B) shall be furnished and properly referenced.
- If you are currently being audited, or have been audited by the Defense Contract Audit Agency (DCAA)/ Defense Contract Management Agency (DCMA), the Offeror shall provide the following information in their Cost Proposal (including subcontractor(s)):
  - DCAA/DCMA office
  - Auditor
  - Telephone no.
  - Facsimile no.
  - Email address
  - CAGE Code number
  - DUNS number
  - Accounting system approval
  - Purchasing system approval
  - CAS disclosure statement dated
  - Last Equal Employment Opportunity (EEO) check
- A copy of the most recent DCMA approved Forward Pricing Rate Agreement, if available.
- The following amounts shall be utilized for evaluation purposes only in determining the total cost for the entire contract. If the offeror intends to apply G&A or overhead to these costs during performance of the contract, the G&A or overhead rates shall be provided and the dollar amounts shall be added to the costs provided below in the cost breakdown. The offeror shall include an

explanation in their price proposal as to how the proposed rates will be applied in accordance with FAR Part 31 and their accounting system. Additionally, offerors shall state in their price proposal if the proposed indirect rates are approved by or have been audited by the Defense Contract Management Agency (DCMA) or the Defense Contract Audit Agency (DCAA). If no G&A and/or overhead rates are proposed, it will be determined that the offeror does not intend on applying any applicable indirect cost to provided Travel and ODCs.

<b>YEAR</b>	<b>ODC's</b>	<b>TRAVEL</b>
<b>Base Year</b>	\$ 3,797,075.00	\$ 5,394,250.00
<b>Option Year I</b>	\$ 3,978,195.00	\$ 5,651,555.00

- c. All subcontracts set forth in the technical proposal shall be priced in the cost proposal. Subcontracts regardless of dollar value shall be adequately documented to facilitate a determination of cost reasonableness/realism.

**IV. Small Business Subcontracting Plan**

Offerors shall also submit a Subcontracting Plan in accordance with FAR 19.704(a). Offerors are permitted to submit a master subcontracting plan so long as it is created in accordance with FAR 19.701 and FAR 19.704(b). Small Business Subcontracting Plan is ONLY REQUIRED OF LARGE BUSINESSES OR SMALL BUSINESSES THAT QUALIFY AS LARGE BUSINESS UNDER NAICS CODE 541330 (\$38.5 M). The Small Business Subcontracting Plan shall address the elements identified in FAR 19.704(a)(1) through FAR 19.704(a)(11) and minimum goals.

The Small Business Subcontracting Plan shall provide targets, expressed as percentages of total level of effort and dollars for the base year and all subsequent option periods, as well as a total for the two year summary, for Small Businesses, Small Disadvantaged Businesses, Service-disabled veteran-owned small businesses, Women-Owned Small Businesses, and HUBZone small businesses. The target goals may provide for participation by a prime contractor, joint venture partner, teaming arrangement member, or subcontractor. Target goals will be incorporated and become part of any resultant contract(s). Small Business Subcontracting Plans should contain the following minimum goals:

- 28% for Small Businesses
- 9.5% for Small Disadvantaged Businesses
- 5% for Service-Disabled Veteran-Owned Small Businesses
- 5.5% for Women-Owned Small Businesses
- 3% for HUBZone Small Businesses

**The completion and submission of the above items will constitute an offer (proposal) and will indicate the offeror’s unconditional assent to the terms and conditions of this RFP and any attachments and or exhibits hereto. Alternate proposals are not authorized. Offerors objecting or taking exception to the terms and conditions of the RFP may be determined to be ineligible for award.**

**B. Proposal Format:**

The offeror is required to submit the original and four hard copies plus one electronic copy of its proposal to FLC Norfolk Contracting Department ATTN: Jennifer Andrews, 1968 Gilbert Street, Suite 600, Norfolk VA, 23511. The proposal and other information must be provided in accordance with the following table:

<b>VOLUME</b>	<b>CONTENTS and PAGE LIMITATIONS</b>
<b>I</b>	<b>Technical Proposal</b> Program Management Plan (50 pages) Staffing Plan (30 pages)

- II Past Performance**
  - Past Performance Information Form (2 pages per reference)
  - Past Performance Risk Assessment Questionnaires (no page limit)
- III Cost/Price Proposal** (no page limit)
  - Signed RFP and Amendments (if applicable)
  - Completed Section B
  - Attachment I – Cost Spreadsheet
  - Supporting Cost Documentation
  - Attachment II – Pricing Spreadsheet
  - Supporting Price Documentation
  - Completed Representations and Certifications
- IV Small Business Subcontracting Plan** (no page limit)

The written material shall be submitted on 8.5 inch by 11 inch paper. The pages may be printed on both sides of plain white bond paper. When both sides of a sheet of paper contain material, it will be counted as two (2) pages. The font for text shall be 12 point or larger and at least one inch margins all the way round. Text smaller than 12 point may only be used in charts and tables. All company letterheads and logos (except to the extent that the offeror requests that information remain proprietary) are to be removed from all paper used in the offer. The page limits specified by the solicitation are inclusive of tables, diagrams, matrices, title pages, page separators, etc. Pages exceeding assigned page limits will not be considered for evaluation.

Each volume should contain the following items in addition to the other information required by this solicitation:

Cover: The cover should indicate the following:

- Title of the proposal
- Volume Number (I, II, III, or IV)
- Proposal category (Technical Approach, Past Performance, Cost/Price Proposal or Small Business Subcontracting Plan)
- Request for Proposal (RFP) Number
- Name and address of offeror, Cage Code, DUNS, Business Size and applicable Tax I.D. Number (TIN)
- Identification if original or a copy of the proposal
- Proposal validity period of **six (6) months from date of proposal submission.**

Table of Contents: The table of contents should provide sufficient detail as to allow the important elements to be easily located. The use of tabs and dividers is encouraged.

Requirements for Style: Each offeror shall submit a proposal that clearly and concisely describes and defines the contractor's response to the requirements contained in the RFP. Unnecessary elaboration or other presentations beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the offeror's lack of understanding of cost consciousness. Elaborate art work, expensive paper or bindings, and expensive visual or other presentation aids are neither necessary nor desired. The proposal shall contain all the pertinent information in sufficient detail in the one area of the proposal where it contributes most critically to the discussion of the same information. When necessary, the offeror shall refer to the initial discussion and identify its location within the submitted proposal.

#### **IMPORTANT NOTES:**

- (1) Offerors shall respond to all requirements of the solicitation document. Offerors are cautioned not to alter the solicitation.
- (2) In order to ensure that all questions submitted by potential offerors are answered prior to the solicitation closing date, one consolidated list of questions concerning the solicitation should be submitted via e-mail to both

Contract Specialists, Jennifer Andrews and Jana Cleveland, [jennifer.andrews@navy.mil](mailto:jennifer.andrews@navy.mil) and [jana.cleveland@navy.mil](mailto:jana.cleveland@navy.mil) no later than 4:00 pm, Eastern Time (ET), on **November 24, 2014**. The Government reserves the right not to respond to any questions received concerning this solicitation after the questions receipt date above. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the Government as early as possible.

- (3) Proposals are to be submitted via hardcopy submission in the volumes, format and quantities as identified herein. All electronic files and versions of offerors proposal shall be compatible with Adobe Acrobat 9.0 and Microsoft Office Suite version 2007. The offeror shall be responsible for ensuring that their electronic proposals via CD ROM are virus free. The electronic copy shall exactly match print versions of the submitted documents. If the Government finds a discrepancy between the original paper copy of the proposal and the electronic copy provided on the CD ROM, the paper copy will take precedence. The electronic copy shall be accompanied by a printed inventory that identifies all the file contents and their electronic formats. In addition, the electronic file shall be labeled with your company's name, RFP number, submission date, and the words "Source Selection Sensitive." Offerors shall submit their hardcopy proposals to the address specified below. **Proposals are due no later than 4:00 pm Eastern Standard Time (ET) December 15, 2014.**

If sent Other than United States Postal Service:

Fleet Logistics Center (FLC) Norfolk  
Mail and Material Processing Center Code 200  
Attn: Jennifer Andrews, Code 210  
9550 Decatur Avenue  
Norfolk, VA 23511-3328

If sent using United States Postal Services:

Fleet Logistics Center (FLC) Norfolk  
Contracting Department  
Attn: Jennifer Andrews, Code 210  
1968 Gilbert Street, Suite 600  
Norfolk, VA 23511-3392

Hand carried proposals shall be delivered to:

Fleet Logistics Center Norfolk  
Contracting Department  
Attn: Jennifer Andrews, Code 210  
1968 Gilbert Street, Bldg. W-143, Suite 600  
Norfolk, VA 23511-3392

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.216-27	Single or Multiple Awards	OCT 1995

52.222-24            Preaward On-Site Equal Opportunity Compliance Evaluation    FEB 1999  
 52.237-10            Identification of Uncompensated Overtime                            OCT 1997

CLAUSES INCORPORATED BY FULL TEXT

52.216-1    TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **MULTIPLE AWARD (MAC) INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) TYPE CONTRACT WITH COST PLUS FIXED FEE (CPFF) AND FIXED PRICE (FP) PROVISIONS** resulting from this solicitation.

(End of provision)

52.233-2    SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

**Name:**                **Jennifer L. Andrews**  
**Address:**            **NAVSUP Fleet Logistics Center (FLC) Norfolk**  
                               **Contracting Department, Code 210**  
                               **1968 Gilbert Street, Suite 600**  
                               **Norfolk, VA 23511-3392**  
**Phone:**              **757-443-1319**  
**Email:**                **[jennifer.andrews@navy.mil](mailto:jennifer.andrews@navy.mil)**

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

(End of provision)

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):

FAR Clauses: <http://acquisition.gov/far/>

DFARS Clauses: <http://www.acq.osd.mil/dpap/dars/dfars/>

(End of provision)

Section M - Evaluation Factors for Award

EVALUATION CRITERIA

The Government intends to award a multiple award Indefinite Delivery Indefinite Quantity type Contract with Cost Plus Fixed Fee (CPFF) and Fixed Priced (FP) provisions to the responsible offeror(s) whose proposal(s) represent(s) the best value after evaluation in accordance with the factors and sub-factors in the solicitation. The offeror’s proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in Section L of the solicitation.

The Overall Non-Price Factor will be evaluated based upon the Technical Approach and Past Performance sub-factors. The Government will conduct a **Lowest Price Technically Acceptable (LPTA)** source selection process in accordance with FAR 15.101-2. In order to be considered awardable, there must be an “Acceptable” rating in every non-price factor/sub-factor. LPTA non-price factors/subfactors for this requirement will consist of Technical Approach and Past Performance. Tradeoffs will not be used during the source selection process. Proposals will be evaluated for acceptability.

Accordingly, the following factors shall be used to evaluate proposals:

1. *Technical Approach*
2. *Past Performance*
3. *Cost/Price*

The Government will also review the *Small Business Subcontracting Plan* of the apparent awardee(s) for acceptability.

**1. Technical Approach:**

The offeror's technical proposal shall convince the government that the offeror is capable of fully providing the services identified in the PWS by the contract start date. Technical proposals will be rated *Acceptable* or *Unacceptable*. All Unacceptable technical proposals will not be further evaluated. Each offeror’s technical proposal shall address the following sub-factors:

Sub-factor 1.1 – Program Management

The offeror will be evaluated on their ability to demonstrate a complete understanding and to discuss their capability to fully implement and execute all requirements of the PWS (Section C.3), as well as address management and oversight of the contract in order to meet the requirements of the PWS.

Sub-factor 1.2 – Staffing Plan

The offeror will be evaluated on their ability to provide a staffing approach for utilization of the offeror’s personnel resources that demonstrates an understanding of the skill sets required to successfully accomplish the tasks of the PWS. The offeror will also be evaluated on the ability to demonstrate their ability to meet the minimum key personnel requirements of the PWS.

All aspects of the Offeror’s written technical proposal must also be technically acceptable. **Failure of any aspect of the written technical proposal (Program Management and Staffing Plan) will render the offer technically unacceptable and the offer will not be further evaluated.**

Technical proposals will be in accordance with the rating table below entitled “Technical Ratings”.

Technical Ratings	
Rating	Description

Acceptable	Proposal clearly meets the minimum requirements of the solicitation.
Unacceptable	Proposal does not clearly meet the minimum requirements of the solicitation.

**2. Past Performance:**

For the Past Performance factor, the rating tables identified below entitled “Past Performance Relevancy Ratings” and “Past Performance Evaluation Ratings” will be utilized for the assignment of ratings for relevancy and acceptability. Past performance will be evaluated for acceptability based on the relevance and quality of the submitted contracts.

Evaluation will focus only on work experience already performed. Work yet-to-be performed, and work prior to the last 5 years, will not be considered. In addition, performance data will only be assessed for those references demonstrating at least 1 year of completed performance prior to the closing date of the solicitation.

*Past Performance Relevancy Ratings* – Regarding relevancy, each past performance reference under each offeror’s Past Performance submission will be evaluated to determine its individual scope and magnitude relative to the instant requirement. Scope will be evaluated on experience in the areas defined in the PWS. Magnitude will be evaluated on the dollar amount of work actually performed under the contract or contracts, individually or in the aggregate, during the relevant five-year period established by the solicitation. In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)).

*Past Performance Quality* – Each past performance reference under each offeror’s Past Performance submission that is found to be relevant to the instant requirement will be evaluated to determine the quality of the offeror’s performance under that reference. In order to verify past performance information and determine the quality of the past performance submission, the Government may contact some or all of the references provided, as appropriate, and may collect information through questionnaires, telephone interviews and existing data sources to include but not limited to Contractor Performance Assessment Reporting (CPARS). The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. The Government will review this past performance information and determine the quality and usefulness as it applies to the assessment of Past Performance Acceptability.

*Past Performance Evaluation Ratings* – The assignment of this rating will be based on the quality of the relevant past performance and will also consider the currency and relevance of the information, source of the information, context of the data, and general trends in contractor’s performance. The quality of performance under a past performance reference that has no relevance to the instant requirement will not be considered in the overall assessment of Past Performance Acceptability.

This consideration is separate and distinct from the Contracting Officer’s responsibility determination. The assessment of the offeror’s past performance will be used as a means of evaluating the capability of the offeror and other competitors to successfully meet the requirements of the RFP. In determining the rating for the past performance evaluation sub-factor, the Government will give greater consideration to the contracts which the Government feels are most relevant to the RFP.

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government. The Federal Acquisition Regulation (FAR) requires that past performance information (PPI) be collected (FAR Part 42) and used in source selection evaluations (FAR Part 15). The Contractor Performance Assessment Reporting System (CPARS) process establishes procedures for the collection of PPI. CPARS generated PPI will be one of many tools used to communicate contractor strengths and weaknesses to source selection officials and contracting officers.

The Government will evaluate the offeror’s past performance as relevant or not relevant in accordance with the ratings table below:

<b>Past Performance Relevance Ratings</b>	
<b>Rating</b>	<b>Description</b>
Relevant	Present/past performance effort involved scope and magnitude similar to that which this solicitation requires.
Not Relevant	Present/past performance effort involved little or no scope and magnitude similar to that which this solicitation requires.

The Government will evaluate the Offeror's relevant Past Performance in order to assess past performance acceptability in accordance with the following ratings table:

<b>Past Performance Evaluation Ratings</b>	
<b>Rating</b>	<b>Description</b>
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance is unknown. (See note below)
Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.

**Note:** In the case of an offeror without a record of relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the offeror may not be evaluated favorably or unfavorably on past performance (see FAR 15.305 (a)(2)(iv)). Therefore, the offeror shall be determined to have unknown past performance. In the context of acceptability/unacceptability, "unknown" shall be considered "acceptable."

**3. Cost/Price:**

- (i) The offeror's price proposal will be evaluated on the basis of price reasonableness in accordance with FAR Subpart 15.404-1. The evaluation may include, but is not limited to:
  - a. Price comparison with other offerors
  - b. Comparison with Independent Government Estimates

Offerors responding to this solicitation are advised that, prior to award, the government may request offerors to submit information/data to support price reasonableness such as copies of paid invoices for the same or similar items, sales history for the same or similar items, price list with effective date and/or copies of catalog pages along with any applicable discounts. Failure to submit the requested information may result in disqualification of the submitted offer.

- (ii) The offeror's cost proposal will be evaluated on the basis of cost realism and reasonableness in accordance with FAR 15.404-1. Cost realism pertains to the offeror's ability to project costs which are realistic and reasonable and which indicate that the offeror understands the nature and scope of work to be performed. Proposed costs may be adjusted for purposes of evaluations based on the results of cost realism analysis.

The Government has estimated ODCs and Travel as specified below:

<b>YEAR</b>	<b>ODC's</b>	<b>TRAVEL</b>
<b>Base Year</b>	\$ 3,797,075.00	\$ 5,394,250.00
<b>Option Year I</b>	\$ 3,978,195.00	\$ 5,651,555.00

The Government provided estimates for Travel and ODCs shall be utilized for evaluation purposes only in determining the total cost for the entire contract. Therefore, offerors shall use these estimates and include any applicable G&A and/or overhead indirect cost in preparing their Cost/Price proposal. Only G&A and/or overhead indirect cost are allowed to be applied to Travel and ODCs. Other indirect cost and profit/fee are not

allowed. Offerors proposed G&A and/or overhead rates will be applied to the Government estimates for total cost evaluation.

- (iii) Options: Options will be evaluated pursuant to solicitation provision FAR 52.217-5, Evaluation of Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).
- (iv) Establishment of a competitive range is not anticipated; however, the Government reserves the right to establish a competitive range if determined by the Procuring Contracting Officer to be in the best interest of the Government. The method of evaluation used by the Contracting Officer is solely within the discretion of the Contracting Officer.
- (v) Written Notice: A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

**Small Business Subcontracting Plan:**

This is NOT an evaluation factor. Per FAR 19.702(a)(1), the Contracting Officer shall review the apparently successful Offeror's Subcontracting Plan. The apparently successful Offeror(s) shall negotiate an acceptable Subcontracting Plan with the Contracting Officer prior to award. Failure to negotiate an acceptable Subcontracting Plan will make the Offeror ineligible for award. SMALL BUSINESS SUBCONTRACTING PLANS ARE ONLY REQUIRED OF LARGE BUSINESSES OR SMALL BUSINESSES THAT QUALIFY AS LARGE BUSINESS UNDER NAICS CODE 541330 (\$38.5 M).

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990