

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   47		
2. CONTRACT NO.		3. SOLICITATION NO. N00189-16-R-Z077	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 22 Jul 2016	6. REQUISITION/PURCHASE NO. N4142120161415			
7. ISSUED BY NAVSUP FLC NORFOLK PHILADELPHIA OFFICE 700 ROBBINS AVENUE, BLDG. 2B PHILADELPHIA PA 19111-5083			CODE N00189	8. ADDRESS OFFER TO (If other than Item 7)  <b>See Item 7</b>		CODE		
TEL:			TEL:		FAX:			
FAX:			FAX:					
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>0</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>22 Aug 2016</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 VIRGINIA SWIZEWSKI		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 215-697-4384		C. E-MAIL ADDRESS virginia.swizewski@navy.mil		
<b>11. TABLE OF CONTENTS</b>								
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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		
				(4 copies unless otherwise specified)				
24. ADMINISTERED BY (If other than Item 7)				CODE		25. PAYMENT WILL BE MADE BY		CODE
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA		28. AWARD DATE		
TEL:				EMAIL:		(Signature of Contracting Officer)		

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

Section A - Solicitation/Contract Form

A

**Deadline:**

The deadline for receipt of the proposal is 1400 Eastern Standard Time (EST) 22 August 2016. Please provide an electronic copy to the following address: [virginia.swizewski@navy.mil](mailto:virginia.swizewski@navy.mil). A copy of all questions should also be sent to Ms. Swizewski at her e-mail address. It is requested that all questions be received no later than 1400 Eastern Standard Time (EST) 05 August 2016.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Audit Support CPFF Audit Support to be provided in accordance with the attached Performance Work Statement. Base Period: 09-01-2016 to 03-31-2017. FOB: Destination MILSTRIP: N4142120161415 PURCHASE REQUEST NUMBER: N4142120161415	1	Lot		
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	TRAVEL COST Travel in support of CLIN 0001, Not-To-Exceed \$39,313.16, IAW Joint Travel Regulations, Base Period: 09-01-2016 to 03-31-2017. FOB: Destination PURCHASE REQUEST NUMBER: N4142120161415	1	Lot		
				ESTIMATED COST	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	ODCS COST Other Direct Costs (ODCS) in support of CLIN 0001, Not-To-Exceed \$22,760.26, Base Period: 09-01-2016 to 03-31-2017. FOB: Destination PURCHASE REQUEST NUMBER: N4142120161415	1	Lot		

ESTIMATED COST

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	CDRLs COST Contract Data Requirements List (CDRLs) in support of CLIN 0001, See Attached CDRLS, Not Separately Priced. Base Period: 09-01-2016 to 03-31-2017. FOB: Destination PURCHASE REQUEST NUMBER: N4142120161415	1	Lot		

ESTIMATED COST

**B**

**LEVEL OF EFFORT (COST TYPE CONTRACT) (“C”-TYPE CONTRACT) (SEP 2015)**

(a) The level of effort for the performance of this contract during the period from the start of contract performance to 7 months thereafter is based upon **36,480** estimated manhours of direct labor. If all options are exercised by the government, the level of effort for the performance of this contract will be increased by an additional **0** estimated manhours of direct labor, for a total level of effort of **36,480** estimated manhours of direct labor (hereinafter referred to as the “Estimated Total Hours”).

(b) The estimated composition by labor category of the Estimated Total Hours is as follows:

Labor Category	Base Period
Senior Program Manager/Director	7,680
Program Analyst III	21,220

Program Analyst II	3,815
Program Analyst I	3,765
TOTAL	36,480

(c) The Estimated Total Hours include overtime and subcontracting hours but exclude holidays, sick leave, vacation days and other absences.

(d) The number of manhours expended per month may fluctuate in the pursuit of performance of the contract statement of work, provided that such fluctuation does not result in the utilization of the total manhours of effort prior to the expiration of the contract. The number of manhours 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, except that the Contracting Officer may require the contractor to continue performance in excess of the Estimated Total Hours until the total estimated cost has been expended. The government will not be obligated to pay fee on any hours expended in excess of the Estimated Total Hours. Any hours expended in excess of the Estimated Total Hours shall be excluded from all fee computations and adjustments. The Contracting Officer may also require the contractor to continue performance in excess of the total estimated cost until the Estimated Total Hours have been expended. In no event, however, will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the Estimated Total hours if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the total estimated cost. Nor will the Contracting Officer, pursuant to this paragraph (e), require the contractor to continue performance in excess of the total estimated cost if the Contracting Officer is requiring or has required the contractor to continue performance in excess of the Estimated Total Hours. The Contracting Officer may extend the period of performance in order to expend either the total estimated cost or the Estimated Total Hours.

(f) If at any time during the performance of this contract the contractor expends in excess of 85% of the available estimated manhours of direct labor, the contractor shall immediately notify the Contracting Officer in writing. Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the clause entitled "Limitation of Cost" and/or "Limitation of Funds."

#### **PAYMENT OF FIXED FEE ("C" TYPE, CPFF CONTRACTS) (SEP 2015)**

The fixed fee for work performed under this contract is \$  \*   provided that approximately   \*\*   hours of technical effort are employed by the contractor in performance of this contract. If substantially less than   \*\*   hours of technical effort are employed, the fixed fee shall be equitably reduced to reflect the reduction of work. 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." Payments shall be subject to the withholding provisions of Paragraph (b) of FAR 52.216-8, provided that the total of all such monthly payment shall not exceed eighty-five (85%) percent of the fixed fee. 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.

	*	**	***
Lot I	To be specified at time of award	xx,xxx	

**FAR 52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (MAR 2015)**

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

“Adjusted hourly rate (including uncompensated overtime)” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week which includes uncompensated overtime hours over and above the standard 40-hour work week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ( $\$20.00 \times 40$  divided by 45 = \$17.78).

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

(b)

(1) Whenever there is uncompensated overtime, the adjusted hourly rate (including uncompensated overtime), rather than the hourly rate, shall be applied to all proposed hours, whether regular or overtime hours.

(2) All proposed labor hours subject to the adjusted hourly rate (including uncompensated overtime) shall be identified as either regular or overtime hours, by labor categories, and described at the same level of detail. This is applicable to all proposals whether the labor hours are at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

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

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

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

## Section C - Descriptions and Specifications

C**Performance Work Statement****Second Level Review (2LR) and Transaction Validation  
For Evaluation, Prioritize and Remediate(FMO-4)**

**1.0 Background.** The DON has established FMO-4 – Evaluation, Prioritize and Remediate office in preparation for the upcoming attestation engagements and financial audit. FMO-4 is responsible for the Audit Response Center (ARC) and an evaluation work stream that supports the DON’s audit sustainment posture. These responsibilities include the overall supervision of financial audit matters which encompass the administration and oversight of all attestation engagement and audits of financial statements, a single financial statement, and/or specific elements, accounts, or items of a financial statement. FMO-4 is accountable for:

- a) Submissions and responses during the financial audit or attestation engagement,
- b) Review of data,
- c) Business processes, internal controls and supporting documentation coincident to a financial audit or attestation engagement,
- d) Liaison and collaboration on matters involving audit findings, auditor recommendations and corrective actions,
- e) Review and influence of test procedures that address known deficiencies or support process improvements where a financial audit impact exists (Evaluation Program).

**2.0 Scope.** The Department of the Navy (DON) is aggressively implementing the stated goals in order to comply with the Department of Defense’s (DoD’s) Financial Improvement and Audit Readiness (FIAR) Plan and the congressionally mandated deadlines for audit readiness. Over the past decade, the DON has been on a path of process discovery and improvement and is at the stage of finalizing and validating audit assertions for key assessable units in preparation for an independent financial audit. The DON Office of Financial Operations (FMO) and its divisions have led current process improvement efforts and the overall audit readiness management throughout the DON. As the DON continues to make progress, an augmented focus on FMO’s audit-trail prepositioning, pre-assertion and post-validation review and remediation capacity is needed in order to succeed within the forthcoming audit environment.

**3.0 Information Sources**

The contractor shall utilize the following sources, policies and regulations.

- 3.1 Department of Defense (DoD) Financial Management Regulation (FMR)
- 3.2 Government Accountability Office (GAO) Government Auditing Standards (Yellow Book)
- 3.3 National Defense Authorization Act of 2010 (NDAA)
- 3.4 United States Generally Accepted Accounting Principles (USGAAP)
- 3.5 OMB Circular A-123, Management’s Responsibility for Internal Control, Appendix A, Internal Control Over Financial Reporting
- 3.6 Chief Financial Officer’s Act (CFO) of 1990
- 3.7 Office of the Undersecretary of Defense (Comptroller) Financial Improvement and Audit Readiness (FIAR) Guidance
- 3.8 Federal Financial Manager’s Improvement Act (FFMIA) of 1996
- 3.9 Federal Accounting Standards Advisory Board (FASAB) Statements of Federal Financial Accounting Standards (SFFAS)
- 3.10 Treasury Financial Management Manual (TFM)

**4.0 General Requirements.** The Contractor shall provide capabilities such as applied knowledge of DON business processes, audit standards and techniques, and financial management. Additionally, the Contractor shall provide situational assessments via the application of accounting and auditing principles garnered through a comprehensive understanding of:

- a) Transactional relationship between line items in the Statement of Budgetary Resources (SBR),
- b) Underlying General Ledgers Account Codes (GLACs),
- c) Transactional relationships within the accounting system(s) that support GLAC balances,
- d) Supporting documentation that may validate the accuracy of recorded GLACs and transaction balances within the accounting system,
- e) Details that reside within underlying system interfaces that support the recording and reporting of DON accounting activity.

The Contractor shall be required to demonstrate and apply an understanding of DOD and DON financial management systems, internal controls, and the financial reporting processes. These are in addition to existing audit readiness efforts and support FMO audit sustainment initiatives.

**4.1 Evaluation Program: Second Level Review (2LR)** – Contractor support is required in order to provide audit remediation and sustainment support for internal and external audits.

The Contractor shall principally support corrective action validation and sustainment efforts by providing an objective appraisal of the criteria as defined.

The Contractor shall attain a comprehensive understanding of relevant control points and KSDs, assess audit trail adequacy of Command, Defense Finance and Accounting System (DFAS), and/or other stakeholder provided supporting documents contained within the ARC Tool, develop comprehensive workbooks for testing, and provide a comprehensive results for validation and sustainment efforts across the DoN.

The Contractor shall communicate review progress, results, and lessons learned via meetings, status updates and debriefings. The Contractor shall assess the accuracy of documented financial processes, recommend changes in existing policies and procedures based on analysis of reviews and site specific deviations from standard processes, organizations, and systems, provide support in documenting and/or updating process flowcharts and business process narratives, and participate in the retrieval and review of audit trail supporting documentation.

**4.1.1 Data Compilation, Reconciliation and Transaction Validation** – In addition to ongoing or forthcoming process examinations, attestation engagements and/or financial audits, FMO is responsible for providing a data universe of transactions that has been validated for completeness and accuracy.

The Contractor shall ensure that audit-driven data requirements for STARS and Navy ERP (i.e., data reconciliations and transactional history records at an appropriate level of stratification) are made available and developed through coordinated efforts. An applied understanding of the database ADABAS, programming language Natural, job control language JCL, and the dataset sorting utility Sync Sort will be necessary as well as the ability to translate query logic in support of the ongoing SAS business analytics, intelligence and data management efforts. These align to DON FIAR and objectives and core accounting system extracts to FMO audit liaison and validation requirement supporting audit sampling procedures.

The Contractor shall also assist in the compilation of the data in collaboration with FMO; the Contractor shall assist in researching and documenting business cases defining a suitable storage delivery system for the data, as appropriate. Critical outputs will include support in validating a complete, easily assessable, and reconciled data universe. The contractor shall also assist with providing requirements and recommendations for data and reconciliation storage and delivery.

**5.0 Deliverables.** The senior on-site contractor representative shall schedule and attend a monthly planning meeting with the COR by the 23rd day of each month. The purpose of this meeting is to establish expectations for the next month and ensure that services provided under the task order are responsive to overall FIAR goals and objectives. CDRL E001 includes an agenda for the monthly planning meeting. CDRL E002 includes the minutes from the monthly planning meeting.

**E001 Monthly Planning Meeting Agenda**

The contractor shall submit an agenda for a monthly planning meeting each month on all anticipated efforts in sections (4) of the PWS. The meeting agenda is the plan for a meeting that will last no more than two hours. At a minimum this meeting will include, addressing status and providing a POAM of the planned level of effort (labor category and number of hours) to be furnished along with the commensurate efforts from section 5 of the PWS that the contractor intends/plans to accomplish during the next calendar month.

**E002 Monthly Planning Meeting Minutes**

The contractor shall provide minutes from the monthly planning meeting within five days after the meeting is held. The minutes shall reflect a chronological, detailed explanation of the topics discussed, the critical decisions made and efforts from section “4” of the PWS to be focused on, and agreed-to timelines. The minutes shall also provide a record for future efforts and shall follow the agenda format with more detailed notes under each section. The minutes will inform updates of the monthly POAM.

**E003 Monthly Status Report**

The contractor shall provide a monthly status report which covers at a minimum each of the areas referenced in section “4” of the PWS and the POAM. This report shall assess the status of each planned effort referenced in the minutes, and performed in accordance with the PWS. This report shall include an explanation of the efforts that have been completed, the efforts that are currently being worked on and the efforts that will be worked on over the next month along with the hours spent on each effort. The report shall address specific accomplishments for each effort referenced in the minutes and explain any deviations from the minutes. The report should also include any communications that occurred throughout the month with other Government employees and/or contractors involved with FIAR efforts. The report shall include any barriers that the contractor is facing, as well as recommendations for overcoming such barriers. The report shall facilitate the agenda for upcoming planning meetings, discussion during the monthly planning meetings and allow for effective project management. All projects designated by the Director, Financial Services will have their own separate updates independent of this monthly status report, but will provide a short summary for this report.

**6. Performance Standards**

In assessing the contractor’s performance under the task order, the Government will consider technical content and accuracy of deliverables and work products; task quality; timeliness; cost management and other aspects of contract management. The COR/QAE will monitor the contractor’s performance through 100% inspection of required deliverables, review of invoiced hours at the task order level; periodic inspections to ensure the contractor is performing in an efficient and effective manner; and through feedback from the Government personnel being supported.

Requirement (Desired Outcome)	Performance Objective (Required Service)	Performance Standard (PS)	Acceptable Quality Level (AQL)	Monitoring Method
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Requirement (Desired Outcome)	Performance Objective (Required Service)	Performance Standard (PS)	Acceptable Quality Level (AQL)	Monitoring Method
Deliverables	All deliverables in response to the PWS shall be accurate and timely	Timeliness > 95% Quality > 95%	Timeliness: on or ahead of schedule at least 95% of the time.  Quality: acceptable to the COR at least 95% of the time.	Government Review and Approval of Deliverables identified in the PWS.

**7. Place of Performance.** The Government will attempt to provide a suitable infrastructure that promotes the safe and efficient work efforts of the Contractor. Throughout the duration of the task, Contractor staff will be provided with workspaces, computers and necessary systems access, email accounts, and telephones. Daily work efforts will be performed within the National Capital Region (NCR), primarily within facilitated space in Arlington, VA (includes Pentagon, Naval Support Facility-Arlington, and Crystal City) and within the Washington Navy Yard. However, off-site work efforts may be required, as necessary, in support of the Evaluation program, data discovery and reconciliations, augmented audit review and liaison support, and/or other specified activities relative to the size and capacity of DON facilitated and supported spaces within the NCR. It is anticipated that approximately 80% of the work will be accomplished at the contractor’s facilities, while 20% will be accomplished on the Government’s sites.

**8. Period of Performance.** The period of performance will be from 01 September 2016 through 31 March 2017.

**9. Travel and Other Direct Costs (ODCs).** Local travel is authorized and travel to operational sites may be required. Travel will be reimbursed in accordance with the Joint Travel Regulations and Federal Acquisition Regulations (FAR) 31.205-46. Private/Commercial parking services, laptops, cellular phones, and other items of convenience are not reimbursable as Other Direct Charges (ODCs). ODCs associated with the cost of business (e.g., wireless service, special computer applications, etc.) must be communicated to the DON through the COR in advance for consideration and approval. Commuter and/or parking expenses within the National Capital Region are not reimbursable.

**10. Inspections and Acceptance.** Inspection and acceptance of services to be furnished hereunder shall be made by DCAA as specified in the Wide Area Workflow (WAWF) invoicing instructions. The Contracting Officer’s Representative (COR) is TBD. One or more Technical Assistants (TA) will be appointed at each Command and or location.

**11. Government Furnished Information, Systems, Space and Facilities.** The contractor is allowed government furnished information as required and as approved by the FMO FIAR Program Manager. The Government will attempt to provide a suitable infrastructure that promotes the safe and efficient work efforts of the Contractor. Throughout the duration of the task, Contractor staff will be provided with workspaces, computers and necessary systems access, email accounts, and telephones. This task will require the Contractor to provide a suitable infrastructure to manage program requirements (document library, databases, web site) throughout the course of performance to support the scope of activities. Navy Marine Corps Intranet (NMCI) access will be provided at government sites, however, access to NMCI at the contractor’s facility will not be provided. The Government will

provide information, material and forms unique to the Government for supporting the task. If the contractor requires additional GFR to that already provided, the contractor shall submit a request to the designated Technical Assistant (TA) or to the Contracting Officer's Representative (COR).

**12. Information.** Other than system access related data, all Government unique information related to this requirement necessary for Contractor performance will be made available to the Contractor.

**13. System Access.** Government will provide access to required system. Contractor personnel must meet the requirements for DOD CAC Card.

**14. Documentation.** All existing documentation relevant to this task's accomplishment will be made available to the Contractor at the beginning of the task.

### **15. Security Requirements.**

**The highest level of security required under this task order is Secret. See DD254 (See Attachment I)**

A satisfactory Secret clearance will be required for all Contractor employees assigned to this task. Contractor employees may start work after a satisfactory local background check has been completed and the employee has been issued an interim Secret clearance (interim eligibility). However, issuance of a Secret clearance will be a requirement for continued employment on this task. A Secret clearance is required to gain access and work at selected FMO spaces. Status reporting for all clearance actions will be included within the Monthly Status/Summary Report. Any Contractor employee who is denied an interim eligibility or fails to maintain a Secret clearance will be removed from the task immediately and a replacement must be staffed immediately.

Privacy Act. All Contractor personnel assigned to this task will have access to information that may be subject to the Privacy Act of 1974. The Contractor is required to ensure the proper safeguarding of such information to prevent unauthorized release.

All Government furnished information and materials provided to the Contractor by the DON and results, conclusions and recommendations obtained thereof should be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of these requirements) or otherwise disseminated to another entity at any time without the express consent of the COR. Work on any subsequent task order may require that personnel have access to privacy and/or other sensitive information. Contractor personnel shall adhere to the Privacy Act, Title 5 U.S.C. § 552a, as amended, and applicable DoD rules and regulations. Contractor personnel shall not divulge or release privacy data or information developed or obtained in the performance of any task order, until made public or specifically authorized by the COR. Contractors that will be accessing security sensitive data will need a CAC and will need to complete a System Authorization Access Request-Navy (SAAR-N) and the DoD Information Assurance Awareness Training.

## **16. PERSONNEL QUALIFICATIONS**

### **16.1 General Qualifications**

It is essential that continuity of services be maintained to the maximum degree possible; hence, substitution of Contractor employees shall be kept to the absolute minimum necessary to perform the services required and to provide adequate back-up personnel.

### **16.2 Specific Qualifications**

Personnel assigned to or utilized by the Contractor in the performance of this contract shall, as a minimum, meet the experience, educational, or other background requirements set forth below and shall be fully capable of performing in an efficient, reliable, and professional manner. If the quoter does not identify the labor categories

listed below by the same specific title, then a cross-reference list shall be provided in the quoter's quote identifying the difference.

If the Contracting Officer questions the qualifications or competence of any person performing under the order, the burden of proof to sustain that the person is qualified as prescribed herein shall be upon the Contractor.

The Contractor must have the personnel, organization, and administrative control necessary to ensure that the services performed meet all requirements specified in the contract. The Contractor shall be required to demonstrate the ability to support expertise across all functional tasks and functional areas identified in the PWS.

### **Financial Services Program Support [FMO-4 Second Level Review]**

#### **LABOR CATEGORY: Senior Program Manager/ Director**

Lead supporting all aspects of FMO-4 functional business lines to include Second Level Review (2LR)

#### ***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Certified Project Management Professional (PMP) by the Project Management Institute.

#### ***Experience Requirements***

Minimum ten (10) Years of progressive experience, with at least three (3) of those years having managed complex projects, contracts, funds, and resources. Experience must include work in DOD FIAR EFFORTS or 2<sup>nd</sup> level review. This individual serves as the interface with the Government's Contractor's Officer Representative (COR), other Government management and customer agent representatives. Responsible for formulating and enforcing work standards, assigning contractor schedules, maintaining work breakdown schedule, reviewing costs, budget and performance, and communicating policies, purposes, and goals to both subordinates and subcontractors. Oversees overall contract performance, and has the responsibility to organize resources to support and manage the execution of multiple projects. Recognized as an authority on one or more business improvement areas to include business process engineering, change management, financial management, and program management. Provide strategic program level skills and perspective to integrate business enterprise systems and related processes. Must be an expert in MS PowerPoint and Excel and high level briefing. This individual must have experience in both leading and conducting professionally produced Executive Level presentations with Senior Government leaders.

#### ***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts or 2<sup>nd</sup> Level Review.

#### **LABOR CATEGORY: Program Analyst III**

Support Programs and Policy for FMO-4 functional business lines to include Second Level Review (2LR)

#### ***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Ten (10) years of DOD experience may be substituted for the Education requirement.

#### ***Experience Requirements***

Minimum of ten (10) years of progressive experience. Relevant experience includes, but is not limited to, experience in providing solutions which involve DOD FIAR EFFORTS or 2<sup>nd</sup> level review. Possesses demonstrated knowledge in designated field or discipline. Possesses significant experience providing solutions to an organization's challenges through the application of knowledge gained through similar prior engagements. Participate in the development of solutions by leveraging knowledge of the designated field or discipline. Contributes to the implementation of strategy and helps assess the impact of industry trends, policy, and/or

standard methodologies. Direct the activities of Specialists or other staff as necessary on activities related to the specified field or discipline. Expert in MS Office.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts.

**LABOR CATEGORY: Program Analyst II**

Support Programs and Policy for FMO-4 functional business lines to include Second Level Review (2LR)

***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Ten (10) years of DOD experience may be substituted for the Education requirement.

***Experience Requirements***

Minimum of six (6) years of progressive experience. Relevant experience includes, but is not limited to, experience in providing solutions which involve DOD FIAR EFFORTS or 2<sup>nd</sup> level review. Possesses demonstrated knowledge in designated field or discipline. Possesses significant experience providing solutions to an organization's challenges through the application of knowledge gained through similar prior engagements. Participate in the development of solutions by leveraging knowledge of the designated field or discipline. Contributes to the implementation of strategy and helps assess the impact of industry trends, policy, and/or standard methodologies. Direct the activities of Specialists or other staff as necessary on activities related to the specified field or discipline. Expert in MS Office.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts.

**LABOR CATEGORY: Program Analyst I**

***Education Requirements***

Bachelor's Degree in Business or other related analytical, scientific, or technical disciplines. Five (5) years of DOD experience may be substituted for the Education requirement.

***Experience Requirements***

Minimum of two (2) years of progressive experience handling DOD FIAR EFFORTS or 2<sup>nd</sup> level review. Possess knowledge and experience applying analytical methodologies and principles to address FIAR and 2<sup>nd</sup> Level Review issues. Applies analytical techniques in evaluation of project objectives and contributes to the implementation of strategic direction. Perform analytic functions including data collection, interviewing, data modeling, project testing, and creation of performance measurements to support project objectives. Conduct activities in support of project team's objectives. Intermediate experience required in MS PowerPoint and Excel.

***Knowledge Requirements***

Knowledge of DOD Organizational structure and chains of command, in particular those relating to the DON and FMO; Laws, Regulations, and Policies as described in the DOD Financial Management Regulation and OSD FIAR Efforts.

**QUALITY ASSURANCE SURVEILLANCE PLAN**

Surveillance of the contract performance shall be in accordance with the Quality Assurance Surveillance Plan known as Attachment II in the solicitation.

**REIMBURSEMENT OF TRAVEL COST (SEP 2015)**

## (a) Travel

(1) Area of Travel. Performance under this contract may require travel by contractor personnel. If travel, domestic or overseas, is required, the contractor is responsible for making all needed arrangements for his personnel. This includes but is not limited to the following:

- Medical Examinations
- Immunization
- Passports, visas, etc.
- Security Clearances

All contractor personnel required to perform work on any U.S. Navy vessel will have to obtain boarding authorization from the Commanding Officer of the vessel prior to boarding.

(2) Travel Policy. The Government will reimburse the contractor for allowable travel costs incurred by the contractor in performance of the contract and determined to be in accordance with FAR subpart 31.2, subject to the following provisions:

Travel required for tasks assigned under this contract shall be governed in accordance with rules set forth for temporary duty travel in FAR 31.205-46.

(3) Travel. Travel, subsistence, and associated labor charges for travel time are authorized, whenever a task assignment requires work to be accomplished at a temporary alternate worksite.

Travel performed for personal convenience and daily travel to and from work at contractor's facility will not be reimbursed.

(4) Per Diem. Per diem for travel on work assigned under this contract will be reimbursed to employees consistent with company policy, but not to exceed the amount authorized in the Department of Defense Joint Travel Regulations.

(5) Shipboard Stays. Whenever work assignments require temporary duty aboard a Government ship, the contractor will be reimbursed at the per diem rates identified in paragraphs C8101.2C or C81181.3B(6) of the DOD Joint Travel Regulations, Volume 2.

(6) Air/Rail Travel. In rendering the services, the contractor shall be reimbursed for the actual costs of transportation incurred by its personnel not to exceed the cost of tourist class rail, or plane fare, to the extent that such transportation is necessary for the performance of the services hereunder and is authorized by the Ordering Officer. Such authorization by the Ordering Officer shall be indicated in the order or in some other suitable written form.

NOTE: To the maximum extent practicable without the impairment of the effectiveness of the mission, transportation shall be tourist class. In the event that only first class travel is available, it will be allowed, provided justification therefore is fully documented and warranted.

(7) Private Automobile. The use of privately owned conveyance within the continental United States by the traveler will be reimbursed to the contractor at the mileage rate allowed by Joint Travel Regulations. Authorization for the use of privately owned conveyance shall be indicated on the order. Distances traveled between points shall be shown in standard highway mileage guides. Any deviations from distance shown in such standard mileage guides shall be explained by the traveler on his expense sheet.

(8) Car Rental. The contractor shall be entitled to reimbursement for car rental, exclusive of mileage charges, as authorized by each order, when the services are required to be performed outside the normal commuting distance from the contractor's facilities. Car rental for TDY teams will be limited to a rate of one car for every four (4) persons on TDY at one site.

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

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
0001	POP 01-SEP-2016 TO 31-MAR-2017	N/A	OASN (FM&C) RUSS STROTHER WASHINGTON NAVY YARD 720 KENNON ST SE ROOM 115 WASHINGTON DC 20374-5025 202-685-6721 FOB: Destination	N41421
0002	POP 01-SEP-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N41421
0003	POP 01-SEP-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N41421
0004	POP 01-SEP-2016 TO 31-MAR-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N41421

## CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I	Stop-Work Order (Aug 1989) - Alternate I	APR 1984
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

## Section G - Contract Administration Data

## CLAUSES INCORPORATED BY FULL TEXT

**52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2006)**

(a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.

(b) The Contractor shall insert this clause in all subcontracts when the subcontractor is required to have physical access to a federally-controlled facility or access to a Federal information system.

**252.204-0002 LINE ITEM SPECIFIC: SEQUENTIAL ACRN ORDER (SEP 2009)**

The payment office shall make payment in sequential ACRN order within the line item, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: Alpha/Alpha; Alpha/numeric; numeric/alpha; and numeric/numeric.

**252.204-7006 BILLING INSTRUCTIONS (OCT 2005)**

When submitting a request for payment, the Contractor shall--

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (DEC 2006)**

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$30,000 with a firm, or a subsidiary of a firm, that is identified in the Excluded Parties List System as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor and the compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

**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).

\_\_\_\_\_  
*(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.

N/A \_\_\_\_\_  
*(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\*

	Routing Table	Contracting Officer Notes
WAWF Invoice Type		To Be Entered into WAWF
Contract Number		
Delivery Order Number		
Issuing Office DODAAC		
Admin Office DODAAC		

Inspector DODAAC (usually only used when Inspector & Acceptor are different people)		
Ship To DoDAAC (for Combo), Service Acceptor DODAAC (for 2 in 1), Service Approver DODAAC (Cost Voucher)		
Acceptance At Other		
Local Processing Office (Certifier)		
DCAA Office DODAAC (Used on Cost Voucher's only)		
Paying Office DODAAC		
Acceptor/COR Email Address		
Alternate Acceptor /ACOR		

(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.

\_\_\_\_\_  
 \_\_\_\_\_  
 (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.

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

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

**SUBCONTRACTING PLAN - INCORPORATED (SEP 2015)**

In accordance with FAR 19.702, the contractor has submitted a subcontracting plan which has been reviewed and approved by the contracting officer. The plan is hereby incorporated into this award as attachment \*\*. The ACO is hereby delegated authority to monitor implementation of The Small Business and Small Disadvantaged Business Subcontracting Plan.

\*\* To be determined at contract award.

**SECURITY ADMINISTRATION (SEP 2015)**

The highest level of security that will be required under this contract is **SECRET** designated on DD Form 254 attached hereto and made a part hereof.

The offeror shall indicate the name, address and telephone number of the cognizant security office;

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The facilities to be utilized in the performance of this effort have been cleared to **SECRET** level.

The offeror should also provide the above information on all proposed subcontractors who will be required to have a security clearance.

Section H - Special Contract Requirements

H

The completion and submission of the above items will constitute an offer (proposal) and will be considered the offeror's unconditional assent to the terms and conditions of this solicitation including compliance with the Performance Work Statement and any attachments and/or exhibits hereto. Alternate proposals are not authorized. An objection to any of the terms and conditions of the solicitation will constitute a deficiency (see FAR 15.001) which will make the offer ineligible for award.

**APPOINTMENT OF CONTRACTING OFFICER'S REPRESENTATIVE (SEP 2015)**

(a) The Contracting Officer hereby designates the following individual as Contracting Officer's Representative(s) (COR) for this contract:

\_\_\_\_\_  
TBD  
NAME CODE

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

(b) In the absence of the COR named above, all responsibilities and functions assigned to the COR shall be the responsibility of the alternate COR acting on behalf of the COR. The Contracting Officer hereby appoints the following individual as the alternate COR:

\_\_\_\_\_  
NAME CODE

\_\_\_\_\_  
MAIL ADDRESS

\_\_\_\_\_  
TELEPHONE NUMBER

**252.223-7004 DRUG-FREE WORK FORCE (SEP 1988)**

(a) Definitions.

(1) "Employee in a sensitive position," as used in this clause, means an employee who has been granted access to classified information; or employees in other positions that the Contractor determines involve national security; health or safety, or functions other than the foregoing requiring a high degree of trust and confidence.

(2) "Illegal drugs," as used in this clause, means controlled substances included in Schedules I and II, as defined by section 802(6) of title 21 of the United States Code, the possession of which is unlawful under chapter 13 of that Title. The term "illegal drugs" does not mean the use of a controlled substance pursuant to a valid prescription or other uses authorized by law.

(b) The Contractor agrees to institute and maintain a program for achieving the objective of a drug-free work force. While this clause defines criteria for such a program, contractors are encouraged to implement alternative approaches comparable to the criteria in paragraph (c) that are designed to achieve the objectives of this clause.

(c) Contractor programs shall include the following, or appropriate alternatives:

(1) Employee assistance programs emphasizing high level direction, education, counseling, rehabilitation, and coordination with available community resources;

(2) Supervisory training to assist in identifying and addressing illegal drug use by Contractor employees;

(3) Provision for self-referrals as well as supervisory referrals to treatment with maximum respect for individual confidentiality consistent with safety and security issues;

(4) Provision for identifying illegal drug users, including testing on a controlled and carefully monitored basis. Employee drug testing programs shall be established taking account of the following:

(i) The Contractor shall establish a program that provides for testing for the use of illegal drugs by employees in sensitive positions. The extent of and criteria for such testing shall be determined by the Contractor based on considerations that include the nature of the work being performed under the contract, the employee's duties, and efficient use of Contractor resources, and the risks to health, safety, or national security that could result from the failure of an employee adequately to discharge his or her position.

(ii) In addition, the Contractor may establish a program for employee drug testing--

(A) When there is a reasonable suspicion that an employee uses illegal drugs; or

(B) When an employee has been involved in an accident or unsafe practice;

(C) As part of or as a follow-up to counseling or rehabilitation for illegal drug use;

(D) As part of a voluntary employee drug testing program.

(iii) The Contractor may establish a program to test applicants for employment for illegal drug use.

(iv) For the purpose of administering this clause, testing for illegal drugs may be limited to those substances for which testing is prescribed by section 2.1 of subpart B of the "Mandatory Guidelines for Federal Workplace Drug Testing Programs" (53 FR 11980 (April 11, 1988), issued by the Department of Health and Human Services.

(d) Contractors shall adopt appropriate personnel procedures to deal with employees who are found to be using drugs illegally. Contractors shall not allow any employee to remain on duty or perform in a sensitive position who is found to use illegal drugs until such times as the Contractor, in accordance with procedures established by the Contractor, determines that the employee may perform in such a position.

(e) The provisions of this clause pertaining to drug testing program shall not apply to the extent that are inconsistent with state or local law, or with an existing collective bargaining agreement; provided that with respect to the latter, the Contractor agrees those issues that are in conflict will be a subject of negotiation at the next collective bargaining session.

**CONTRACT ADMINISTRATION PLAN**

The Contract Administration Plan (CAP) is Attachment III in the solicitation.

## Section I - Contract Clauses

## I

**CLAUSES INCORPORATED BY REFERENCE FOR ALL CONTRACT TYPES:**

<u>Clause</u>	<u>Title</u>	
52.202-1	Definitions	Nov-13
52.203-3	Gratuities	Apr-84
52.203-5	Covenant Against Contingent Fees	May-14
52.203-6	Restrictions On Subcontractor Sales To The Government	Sep-06
52.203-7	Anti-Kickback Procedures	May-14
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	May-14
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	May-14
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	Sep-07
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	Oct-10
52.203-13	Contractor Code of Business Ethics and Conduct	Apr-10
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	Sep-13
52.204-2	Security Requirements	Aug-96
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	May-11
52.204-7	System for Award Management	Jul-13
52.204-9	Personal Identity Verification of Contractor Personnel	Jan-11
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Oct-15
52.204-13	System for Award Management Maintenance	Jul-13
52.204-19	Incorporation by Reference of Representations and Certifications	Dec-14
52.204-21	Basic Safeguarding of Covered Contractor Information	Jun-16
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	Oct-15
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	Jul-13
52.209-11	Prohibition Against Using Funds to Contract with Corporations with an Unpaid Tax Liability of a Felony Conviction	Feb-16
52.215-1	Instructions to Offerors - Competitive Acquisition	Jan-04
52.215-2	Audit and Records--Negotiation	Oct-10
52.215-8	Order of Precedence--Uniform Contract Format	Oct-97
52.215-9	Changes or Additions to Make-or-Buy Program	Oct-97

52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	Aug-11
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications	Aug-11
52.215-12	Subcontractor Certified Cost or Pricing Data	Oct-10
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications	Oct-10
52.215-14	Integrity of Unit Prices	Oct-10
52.215-14 Alt I	Integrity of Unit Prices (Oct 2010) - Alternate I	Oct-97
52.215-15	Pension Adjustments and Asset Reversions	Oct-10
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	Jul-05
52.215-23	Limitations on Pass-Through Charges	Oct-09
52.216-24	Limitation of Government Liability	Apr-84
52.216-25	Contract Definitization	Oct-14
52.217-8	Option To Extend Services	Nov-99
52.219-8	Utilization of Small Business Concerns	Oct 14
52.219-9	Small Business Subcontracting Plan	Oct-15
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2015) Alternate II	Oct-01
52.219-16	Liquidated Damages-Subcontracting Plan	Jan-99
52.222-3	Convict Labor	Jun-03
52.222-21	Prohibition Of Segregated Facilities	Apr-15
52.222-26	Equal Opportunity	Apr-15
52.222-35	Equal Opportunity for Veterans	Oct-15
52.222-36	Affirmative Action For Workers With Disabilities	Jul-14
52.222-37	Employment Reports on Veterans	Feb-16
52.222-38	Compliance With Veterans' Employment Reporting Requirements	Feb-16
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	Dec-10
52.222-41	Service Contract Labor Standards	May-14
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	May-14
52.222-50	Combating Trafficking in Persons	Mar-15
52.223-5	Pollution Prevention and Right-to-Know Information	May-11
52.223-6	Drug-Free Workplace	May-01
52.223-10	Waste Reduction Program	May-11
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	Aug-11
52.225-13	Restrictions on Certain Foreign Purchases	Jun-08
52.225-14	Inconsistency Between English Version And Translation Of Contract	Feb-00
52.227-1	Authorization and Consent	Dec-07
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	Dec-07
52.228-5	Insurance - Work On A Government Installation	Jan-97
52.230-2	Cost Accounting Standards	Oct-15

52.230-3	Disclosure And Consistency Of Cost Accounting Practices	Oct-15
52.230-6	Administration of Cost Accounting Standards	Jun-10
52.230-7	Proposal Disclosure--Cost Accounting Practice Change	Apr-05
52.232-17	Interest	May-14
52.232-19	Availability of Funds for the Next Fiscal Year	Apr-84
52.232-23	Assignment Of Claims	May-14
52.232-25	Prompt Payment	Jul-13
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	Feb-02
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	Jul-13
52.232-39	Unenforceability of Unauthorized Obligations	Jun-13
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	Dec-13
52.233-1	Disputes	Jul-02
52.233-1 Alt I	Disputes (Jul 2002) - Alternate I	Dec-91
52.233-3	Protest After Award	Aug-96
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	Jun-85
52.233-4	Applicable Law for Breach of Contract Claim	Oct-04
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	Apr-84
52.237-3	Continuity of Services	Jan-91
52.242-13	Bankruptcy	Jul-95
52.244-2	Subcontracts	Oct-10
52.244-2 Alt I	Subcontracts (Oct 2010) - Alternate I	Jun-07
52.244-5	Competition In Subcontracting	Dec-96
52.244-6	Subcontracts for Commercial Items	Dec-13
52.245-1	Government Property	Apr-12
52.245-9	Use And Charges	Apr-12
52.246-25	Limitation Of Liability--Services	Feb-97
52.248-1	Value Engineering	Oct-10
52.249-14	Excusable Delays	Apr-84
52.253-1	Computer Generated Forms	Jan-91
252.201-7000	Contracting Officer's Representative	Dec-91
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	Sep-11
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	Dec-08
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	Sep-13
252.203-7003	Agency Office of the Inspector General	Dec-12
252.204-7003	Control Of Government Personnel Work Product	Apr-92
252.204-7006	Billing Instructions	Oct-05
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	Dec-15
252.205-7000	Provision Of Information To Cooperative Agreement Holders	Dec-91

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	Dec-06
252.211-7007	Reporting of Government-Furnished Property	Aug-12
252.215-7000	Pricing Adjustments	Dec-12
252.215-7002	Cost Estimating System Requirements	Dec-12
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	Aug-12
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	Dec-10
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	Apr-12
252.225-7006	Quarterly Reporting of Actual Contract Performance Outside the United States	Sep-14
252.225-7012	Preference For Certain Domestic Commodities	Feb-13
252.225-7031	Secondary Arab Boycott Of Israel	Jun-05
252.225-7048	Export-Controlled Items	Jun-13
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	Sep-04
252.231-7000	Supplemental Cost Principles	Dec-91
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	Jun-12
252.232-7006	Wide Area WorkFlow Payment Instructions	May-13
252.232-7010	Levies on Contract Payments	Dec-06
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	Jun-13
252.242-7004	Material Management And Accounting System	May-11
252.243-7002	Requests for Equitable Adjustment	Dec-12
252.244-7001	Contractor Purchasing System Administration	Jun-12
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	Apr-12
252.245-7002	Reporting Loss of Government Property	Apr-12
252.245-7003	Contractor Property Management System Administration	Apr-12
252.245-7004	Reporting, Reutilization, and Disposal	May-13

**CLAUSES APPLICABLE TO COST REIMBURSEMENT ORDERS:**

<u>Clause</u>	<u>Title</u>	
52.216-7	Allowable Cost and Payment	Jun-13
52.216-8	Fixed Fee	Jun-11
52.222-2	Payment for Overtime Premiums (a) \$0.00	Jul-90
52.228-7	Insurance--Liability To Third Persons	Mar-96
52.232-20	Limitation Of Cost	Apr-84
52.232-22	Limitation of Funds	Apr-84
52.242-1	Notice of Intent to Disallow Costs	Apr-84
52.242-3	Penalties for Unallowable Costs	May-14
52.242-4	Certification of Final Indirect Costs	Jan-97
52.243-2	Changes--Cost-Reimbursement (Aug 1987)	Apr-87

52.243-2 Alt I	Changes--Cost Reimbursement (Aug 1984) - Alternate I	Apr-84
52.249-6	Termination (Cost Reimbursement)	May-04

**CLAUSES INCORPORATED BY FULL TEXT:**

**52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2015)**

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- (1) Salary and bonus.
- (2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.
- (3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- (5) Above-market earnings on deferred compensation which is not tax-qualified.
- (6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

- (1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the

names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fsr.gov>, if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

#### **52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)**

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

#### **52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)**

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

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

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

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

#### **52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

#### **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/comp/far/>

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

#### **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/comp/far/>

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

### **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 (NACLC) 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.

**NMCARS 5237.102-90 Enterprise-wide Contractor Manpower Reporting Application (ECMRA):**

"(a) DoD contracting activities awarding or administering contracts shall incorporate the following Enterprise-wide Contractor Manpower Reporting Application (ECMRA) standard language into all contracts which include services, provided the organization that is receiving or benefiting from the contracted service is a Department of Defense organization, including reimbursable appropriated funding sources from non-DoD executive agencies where the Defense Component requiring activity is the executive agent for the function performed. The reporting requirement does not apply to situations where a Defense Component is merely a contracting agent for another executive agency. Contracted services excluded from reporting are based on Product Service Codes (PSCs)....

(b)The standard language to be inserted is: "The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Readiness Based Sparing, Aviation Functional Support via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

Section J - List of Documents, Exhibits and Other Attachments

**J**

**EXHIBITS**

Exhibit A-DD1423-E001

Exhibit A-DD1423-E002

Exhibit A-DD1423-E003

**ATTACHMENTS**

Attachment I DD254 DEPARTMENT OF DEFENSE, CONTRACT SECURITY CLASSIFICATION SPECIFICATION

Attachment II QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Attachment III CONTRACT ADMINISTRATION PLAN (CAP) FOR COST TYPE, INDEFINITE DELIVERY CONTRACTS

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

K**CLAUSES INCORPORATED BY REFERENCE:**

<u>Clause</u>	<u>Title</u>	
52.203-11	Certification and Disclosure regarding Payments to Influence Certain Federal Transactions	Sep-07
52.204-2	Security Requirements	Aug-96
52.204-3	Taxpayer Identification	Oct-98
52.204-5	Women-Owned Business (Other Than Small Business)	Oct-14
52.204-6	Data Universal Numbering System (DUNS) Number	Jul-13
52.204-7	System for Award Management	Jul-13
52.209-5	Certification Regarding Responsibility Matters	Oct-15
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Disbarred, Suspended, or Proposed for Debarment.	Oct-15
52.222-22	Previous Contracts And Compliance Reports	Feb-99
62.222-25	Affirmative Action Compliance	Apr-84
52.230-2	Cost Accounting Standards	Oct-15
52.230-6	Administration of Cost Accounting Standards	Jun-10
252.204-7004 Alt A	System for Award Management, Alt A	Feb-14
252-204-7005	Oral Attestation of Security Responsibilities	Nov-01
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	Jan-09
252.209-7002	Disclosure of Ownership or Control by a Foreign Government	Jun-10

**CLAUSES INCORPORATED BY FULL TEXT:****52.204-8 Annual Representations and Certifications (Apr-2016)**

(a)

(1) The North American Industry classification System (NAICS) code for this acquisition is **541219**.(2) The small business size standard is **\$20.5M**.

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

(i) Paragraph (d) applies.

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

(c)

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

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

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

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

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

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

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

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

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

(B) Exceed the simplified acquisition threshold; and

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

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(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) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 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.

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

(x) 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.

(xi) 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.

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

(xiii) 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.

(xiv) 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.

(xv) 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.

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

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

(xviii) 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 \$77,533, 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.

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

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

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

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

[Contracting Officer check as appropriate.]

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

\_\_\_ (ii) 52.204-20, Predecessor of Offeror.

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

\_\_\_ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.

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

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

\_\_\_ (vii) 52.227-6, Royalty Information.

\_\_\_ (A) Basic.

\_\_\_ (B) Alternate I.

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

(d) The offeror has completed the annual representations and certifications electronically via the SAM Web site accessed through <https://www.acquisition.gov> . After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to

this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause	Title	Date	Change

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.

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

L**The following provisions are hereby incorporated into Section L by reference:**

Provision No.	Title	
<u>Clause</u>	<u>Title</u>	
52.204-6	Data Universal Numbering System (DUNS) Number	Jul-13
52.215-16	Facilities Capital Cost of Money	Jun-03
	Preaward On-Site Equal Opportunity Compliance	Feb-99
52.222-24	Evaluation	Feb-93
52.222-46	Evaluation of Compensation for Professional Employees	Mar 15
52.237-10	Identification of Uncompensated Overtime	

**SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (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):

[www.arnet.gov](http://www.arnet.gov)  
[www.acq.osd.mil](http://www.acq.osd.mil)

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

The Government contemplates award of a Cost Plus Fixed-Fee Level-of-Effort type contract resulting from this solicitation.

NOTE: Unless the offeror's accounting system is determined, by the Contracting Officer, to be adequate for tracking costs applicable to cost reimbursement contracts, the offeror will be considered ineligible for award.

**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

Mrs. Rosemary McWilliams  
 NAVSUP FLC Norfolk, Philadelphia Office  
 700 Robbins Avenue, Bldg 2B  
 Philadelphia, PA 19111-5083  
 PH: 215-697-9740

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

## SUBMISSION OF PROPOSALS

### I. GENERAL

In addition to instructions to offerors contained elsewhere in this solicitation, the following instructions are provided.

Initial proposals and any modifications thereto are to be submitted to the Contracting Officer on or before the closing date and time cited elsewhere in this Request for Proposals. Faxes, e-mails, and/or responses through NECO or any method other than Hard Copy format are not acceptable.

Hand-carried proposals are not encouraged. The Contracting Office is located on a secured compound. Only personnel with current DoD Common Access Cards (CACs) or appropriate military credentials will be able to access the compound. There will be no ability to drop off the proposals outside the compound or at the pass office.

Offerors shall submit their proposal as follows:

Volume I            Cost Proposal    Original and no CDs or DVDs

Each page of each copy should include the following legend: Source Selection Information – See FAR 2.101 and 3.104.

In addition, offers consist of and shall include the following items as part of Volume II:

Solicitation cover sheet with appropriate blocks completed by the offeror

Section B of the solicitation including the pricing pages completed by the offeror

Acknowledgement of solicitation amendments pursuant to FAR 52.215-1 (if not previously acknowledged).

Representations and Certifications completed by the offeror in accordance with instructions contained elsewhere in this solicitation. If the offeror has completed all of the representations and certifications required by this solicitation in ORCA in accordance with FAR 52.204-8 and DFARS 252.204-7007 ALT A, then the offeror need not submit the hardcopy Representations and Certifications.

The offeror's Small Business Subcontracting Plan (this Plan not required for Small Business offerors).

**The completion and submission of the above items will constitute an offer (proposal) and will be considered the offeror's unconditional assent to the terms and conditions of this solicitation including compliance with the Performance Work Statement and any attachments and/or exhibits hereto. Alternate proposals are not authorized. An objection to any of the terms and conditions of the solicitation will constitute a deficiency (see FAR 15.001) which will make the offer ineligible for award.**

Each page of the proposal (including electronic copies) should include the following legend:

Source Selection Information - See FAR 2.101 and 3.104

### II. REQUIREMENTS FOR PROPOSAL CONTENT

- (1) Any offeror who will be submitting CLASSIFIED data in its Non-price proposal shall first notify the Contracting Officer by contacting the point of contact in the solicitation. CLASSIFIED data that is forwarded as part of an offeror’s proposal shall be housed in its own binder, separate from the unclassified portion.
- (2) Volume I a cover page indicating the following: Volume Number I; Solicitation Number; Name; Postal Address; Email address; phone number and fax number of the offeror; and include original signatures on the hard copy.
- (3) Requirements for Style: Each offeror shall submit a proposal that clearly and concisely sets forth the contractor’s response to the requirements of the solicitation. 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 cost consciousness. Elaborate artwork, 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. When necessary, the offeror shall refer to the initial discussion and identify its location within its proposal.

(4) Page Limitations

Volume I, “Cost Proposal,” is not page limited.

III. PROPOSAL CONTENT

(1) Volume I – Cost Proposal

Volume I shall include the completed solicitation documents and a complete and detailed cost breakdown with all supporting documentation. The cost proposal shall include all elements of cost and such other cost information as considered appropriate to support the offeror’s proposal. The cost and pricing information shall be completed in accordance with the following:

- (a) Separate cost and pricing information shall be submitted for each time period specified in the pricing pages of the solicitation from the Prime and its Subcontractors, including workable Excel spreadsheets.
- (b) Supporting data including labor rates and hours, burden rates and fixed fee amounts. The Prime and its Subcontractors shall submit current forward pricing rate agreements, copies of actual salary records for its proposed named personnel, what basis did you (the offeror) use to develop the wage rates for your unnamed personnel, verification of your indirect rates and any other documentation to support your proposal.
- (c) Reserved.
- (d) For proposal purposes, the following ratios of Contractor site and Government site labor performance are established for all labor categories:

CONTRACTOR SITE	GOVERNMENT SITE
80 %	20 %

(e) The following amounts plus any applicable burden rates will be utilized by the Government for evaluation purposes only in determining the total evaluated cost of a proposal. Please note: At the time of award, the contract CLINS for Travel and ODCs will be increased by whatever applicable burden rates were submitted in the proposal by the awardee.

	Travel	Other Direct Costs
Base	\$39,313.16	\$22,760.25

(i) Travel estimated above is for travel and subsistence associated with performance under any resultant contract which will be reimbursed in accordance with the clause entitled "Reimbursement of Travel Costs."

(ii) Material estimated above is for incidental material and special materials as defined in the clause entitled, "Allowability of Material and General Business Expenses" and elsewhere in the solicitation.

(iii) Any offeror having an accounting system which includes, within overhead or G&A, travel and/or material shall specifically state this fact within the price/cost proposal.

(f) Any and all subcontracts shall be identified and priced in the cost proposal. Subcontractor price/cost breakdowns may be submitted separately. All cost-type subcontractors shall provide cost information to the contracting office adequate for purposes of conducting a cost realism analysis of those proposals.

(g) If the offeror or proposed subcontractor is currently being audited, or has been audited, by the Defense Contract Audit Agency, the name and location of the assigned DCAA office should be furnished with the cost proposal.

**The offeror shall submit a Certificate of Current Cost or Pricing Data with its proposal.**

Section M - Evaluation Factors for Award

M

**EVALUATION CRITERIA AND THE BASIS FOR AWARD**

**Award will be made to a responsible offeror taking no exceptions to the solicitation and agreeing to perform in accordance with the Performance Work Statement based upon a realistic cost which reflects a clear understanding of the requirements and is consistent with the unique methods of performance and materials described in the solicitation.**

(1) The offeror’s proposal shall be in the form prescribed by, and shall contain a response to each of the areas identified in the Section L solicitation provision entitled “Submission of Proposals.”

(2) There are no non-price evaluation factors.

Costs will be evaluated on the basis of cost realism. 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.

The method of evaluation used by the Contracting Officer is solely within the discretion of the Contracting Officer.

Evaluation of personnel compensation will be part of the cost realism evaluation. It is noted that the realism evaluation will take account of FAR 52.222-46 Evaluation of Compensation for Professional Employees.

For the purpose of preparing a cost proposal, the offeror shall assume that the basic performance period shall be from 01 September 2016 through 31 March 2017.

The Government has estimated travel and material costs as specified below, exclusive of any applicable material handling or G&A.:

	Travel	Other Direct Costs
Base	\$39,313.16	\$22,760.25

Therefore, offerors shall use these estimates in preparing their cost proposal. Application of material handling charges and/or G&A rates, as appropriate, will be allowed only if the contractor maintains separate accounts for such costs and will be in addition to the above shown common evaluation amounts.