

This is a COMBINED SYNOPSIS/SOLICITATION for commercial items prepared in accordance with the information in FAR Subpart 12.6, using Simplified Acquisition Procedures under the test program for commercial items found at FAR 13.5, as supplemented with the additional information included in this notice. This announcement constitutes the only solicitation; a written solicitation will not be issued. PAPER COPIES OF THIS SOLICITATION WILL NOT BE AVAILABLE. This combined synopsis/solicitation SHALL be posted on both FEDBIZOPPS and NECO (<https://www.neco.navy.mil/>).

The RFQ number is N00604-16-T-3190. This solicitation documents and incorporates provisions and clauses in effect through FAC 2005-89 and DFARS Publication Notice 20160830. It is the responsibility of the contractor to be familiar with the applicable clauses and provisions. The clauses may be accessed in full text at these addresses: <https://www.acquisition.gov/?q=browsefar> and <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>. The NAICS code is 541511 and the Small Business Standard is \$27.5M. The proposed contract action is for commercial services for which the Government intends to solicit and negotiate with only one source under the authority of FAR 13.501(a)(1)(ii). Interested persons may identify their interest and capability to respond to the requirement or submit proposals. This notice of intent is not a request for competitive proposals. However, all bids, proposals, or quotations received by the closing response date will be considered by the Government. A determination by the Government not to compete with this proposed contract based upon responses to this notice is solely within the discretion of the Government. Information received will normally be considered solely for the purpose of determining whether to conduct a competitive procurement.

The NAVSUP Fleet Logistics Center, Pearl Harbor Regional Contracting Office, requests responses from qualified sources capable of providing the services as described with the Performance Work Statement (PWS).

CLIN 0001

Description: *Provide software and model upgrades, as well as implementation, testing, evaluation and training, in accordance with the performance work statement.*

Unit of Measure: *Months*

Quantity: *12*

Delivery locations are as follows:

Installation and testing shall be conducted at the following location:

Naval Research Lab
Marine Meteorology Division
7 Grace Hopper Ave.
Monterey, CA 93943

Training shall be conducted at the following location:

Joint Typhoon Warning Center
425 Luapele Drive
JBPHH, HI 96860

CLAUSES/PROVISIONS INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-13	System for Award Management Maintenance	JUL 2013
52.204-16	Commercial and Government Entity Code Reporting	JUL 2016
52.204-18	Commercial and Government Entity Code Maintenance	JUL 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.203-7996 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements - Representation (Deviation 2016-O0003)	OCT 2015
252.203-7997 (Dev)	Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (Deviation 2016-O0003)	OCT 2015
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7011	Alternative Line Item Structure	SEP 2011
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7017	Identification and Assertion of Use, Release, or Disclosure Restrictions (<i>SEE ATTACHED PROVISION</i>)	JAN 2011
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-2019	Validation of Asserted Restrictions--Computer Software	SEP 2011
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES/PROVISIONS INCORPORATED BY FULL TEXT

52.212-3	OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JUL 2016) ALTERNATE I	(OCT 2014)
52.212-4	CONTRACT TERMS AND CONDITIONS-- COMMERCIAL	(MAY 2015)
252.232-7006	WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)	(MAY 2013)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUN 2016)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

___ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

___ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

XX (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C).

XX (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (July 2013) (41 U.S.C. 2313).

___ (10) [Reserved]

___ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).

____ (ii) Alternate I (NOV 2011) of 52.219-3.

____ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

____ (ii) Alternate I (JAN 2011) of 52.219-4.

____ (13) [Reserved]

____ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

____ (ii) Alternate I (NOV 2011).

____ (iii) Alternate II (NOV 2011).

____ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

____ (ii) Alternate I (Oct 1995) of 52.219-7.

____ (iii) Alternate II (Mar 2004) of 52.219-7.

XX (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)).

____ (17)(i) 52.219-9, Small Business Subcontracting Plan (Oct 2015) (15 U.S.C. 637(d)(4)).

____ (ii) Alternate I (Oct 2001) of 52.219-9.

____ (iii) Alternate II (Oct 2001) of 52.219-9.

____ (iv) Alternate III (Oct 2015) of 52.219-9.

____ (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).

____ (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).

____ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

____ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).

XX (22) 52.219-28, Post Award Small Business Program Rerepresentation (July 2013) (15 U.S.C. 632(a)(2)).

____ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).

____ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).

XX (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

XX (26) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (FEB 2016) (E.O. 13126).

XX (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

XX (28) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

XX (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

XX (30) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).

XX (31) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

XX (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

XX (33)(i) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

____ (ii) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

XX (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

____ (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA–Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

____ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (June, 2016) (E.O. 13693).

____ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (June, 2016) (E.O. 13693).

____ (38) (i) 52.223-13, Acquisition of EPEAT® Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (OCT 2015) of 52.223-13.

____ (39)(i) 52.223-14, Acquisition of EPEAT® Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-14.

____ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

____ (41)(i) 52.223-16, Acquisition of EPEAT[supreg]-Registered Personal Computer Products (OCT 2015) (E.O.s 13423 and 13514).

____ (ii) Alternate I (Jun 2014) of 52.223-16.

XX (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

____ (43) 52.223-20, Aerosols (June, 2016) (E.O. 13693).

____ (44) 52.223-21, Foams (June, 2016) (E.O. 13693).

____ (45) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

____ (46) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43.

____ (ii) Alternate I (May 2014) of 52.225-3.

____ (iii) Alternate II (May 2014) of 52.225-3.

____ (iv) Alternate III (May 2014) of 52.225-3.

____ (47) 52.225-5, Trade Agreements (FEB 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

____ (48) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

____ (49) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

____ (50) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150)

____ (51) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

____ (52) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

____ (53) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

XX (54) 52.232-33, Payment by Electronic Funds Transfer—System for Award Management (July 2013) (31 U.S.C. 3332).

____ (55) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (July 2013) (31 U.S.C. 3332).

____ (56) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

____ (57) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

____ (58)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

____(1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

____ (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).

____ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (Multiple Year and Option Contracts) (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

____ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

____ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).

____(8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015) (E.O. 13658).

____ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).

____ (10) 52.237-11, Accepting and Dispensing of \$1 Coin (Sept 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the

disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause 52.222-17.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xi) _____ (A) 52.222-50, Combating Trafficking in Persons (March 2, 2015) (22 U.S.C. chapter 78 and E.O. 13627).

_____ (B) Alternate I (March 2, 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

(xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xvii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xviii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

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

Kristina Bazard

Delivery Address:

*NAVSUP, Fleet Logistics Center, Pearl Harbor, Regional Contracting Office, Code 200
1942 Gaffney Street Suite100
JBPHH, HI, 96860*

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

(End of provision)

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

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

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

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

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es)

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

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

(End of clause)

Procedures in FAR subpart 13.106-2 are applicable to this procurement. While price will be a significant factor in the evaluation of offers, the final contract award will be based on a combination of factors to include, price, and technically acceptable low quote (of which is considered to be fair and reasonable). Past Performance Information Retrieval System (PPIRS) and other government performance retrieval systems may be used to ensure contractor is currently executing or previously executed government contracts satisfactorily.

A technically acceptable quote must include the following:

- 1) A statement from the Offeror that the Offeror takes not exceptions to the performance work statement
- 2) Price quote which itemizes the labor categories and travel costs, as well as, provides total overall cost

System for Award Management (SAM). Quoters must be registered in the SAM database to be considered for award. Registration is free and can be completed on-line at <http://www.sam.gov/>.

This announcement will close at 1700 HRS on 26 September 2016. Contact Kristina Bazard who can be reached at 808-473-7936 or email kristina.bazard@navy.mil. A determination by the Government to not compete this proposed effort on a full and open competitive basis, based upon responses to this notice is solely within the discretion of the Government. Oral communications are not acceptable in response to this notice. All responsible sources may submit a quote which shall be considered by the agency.

IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE
RESTRICTIONS (JAN 2011)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in

Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovation Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovation Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the

Small Business Innovation Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

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

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

Technical Data or			
Computer Software			Name of Person
to be Furnished	Basis for	Asserted Rights	Asserting
With Restrictions*	Assertion**	Category***	Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

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

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

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

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

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

Date _____
Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

**JOINT TYPHOON WARNING CENTER (JTWC)
TROPICAL CYCLONE FORECAST AID IMPROVEMENTS
PERFORMANCE WORK STATEMENT (PWS)**

1.0 ***BACKGROUND***

The Joint Typhoon Warning Center (JTWC) relies on numerous Tropical Cyclone (TC) track and intensity forecast aids for the generation of accurate TC forecasts. These aids require recurring refinement, or re-tuning, on the order of every year to every 3 years, in order to provide the highest quality guidance to forecasters. The aids listed in this Performance Work Statement (PWS) are due for upgrades in fiscal year (FY) 2016. Prior investments to create and improve these aids have directly contributed to significant JTWC TC forecast improvements, with 5-day mean TC track errors now at or below the 4-day mean errors of just 5 years ago. This addition of an extra day's lead time provides a critical advantage to decision makers responsible for the protection of life and property of United States (US) assets throughout the United States Pacific Command (USPACOM) Area of Responsibility (AOR), and to maintaining US battlespace superiority. Sustained investment in TC forecast aid improvement is essential for continued TC error reduction, and to achieve forecast goals set forth by USPACOM instruction.

The Cooperative Institute of Research in the Atmosphere (CIRA) of which, is part of Colorado State University (CSU) in conjunction with the Naval Research Laboratory (NRL) and the National Oceanic and Atmospheric Administration (NOAA), developed and executed the current software implemented into the Automated Tropical Cyclone Forecast (ATCF) system.

2.0 ***SCOPE of WORK***

The performance objectives set forth in the performance work statement (PWS) require the contractor to update the existing software, implement and test within the Automated Tropical Cyclone Forecast (ATCF) system.

2.1 The contractor shall expand the current capability of the existing software, by adapting the existing model for hurricanes in the Atlantic Ocean to storms in the Pacific and Indian Oceans. Upon completion, the contractor shall provide assistance to the Naval Research Laboratory for the implementation of the new model into the ATCF, testing to ensure the updated models ability to accurately predict the weather parameters, and evaluate the output of the model by comparing the established predictions against historical observational data.

2.2 The contractor shall re-calculate and update the statistical model coefficients of the wind radii Climatology and Persistence model (CLIPER) using newly available high-quality database of Tropical Cyclone (TC) best track wind radii data to include: reduction of large TC wind radii forecast errors and small-bias estimates resulting from old and/or poorly quality-controlled data. Upon completion the contractor shall provide assistance to the Naval Research Laboratory with implementation of the new aid into the Automated Tropical Cyclone Forecast (ATCF) system for use in the Joint Typhoon Warning Center (JTWC) official wind radii consensus product.

2.3 The contractor shall update the existing Climatology and Persistence (CLIPER) model forecast capability, from 5 days to 7 days, using algorithm code, to allow baseline 7 day Tropical Cyclone (TC)

forecast skill assessments. Upon completion the contractor shall provide assistance to the Naval Research Laboratory with implementation of the new 7 day CLIPER model into the Automated Tropical Cyclone Forecast (ATCF) system, and testing to ensure the updated models ability to extend the prediction range.

- 2.4 Upon completion of the implementation, the contractor shall provide training to the Joint Typhoon Warning Center (JTWC) Joint Base Pearl Harbor Hickam, Hawaii. Training shall be presented twice during the contractors visit to support personnel in each shift. The first shift is from 0500 to 1700 hours the second shift is 1700 to 0500 hours. Training date and training schedule shall be discussed and approved by TPOC prior to arrival. Training shall be provided in a classroom setting. At a minimum training shall include a brief description of the scientific methodology used in each of the deliverables, with hands-on training of the ATCF system application and its use.

3.0 *PERFORMANCE REQUIREMENTS*

3.1 *Qualifications*

The contractor shall have the knowledge and background of the established model and algorithm code needed to update the existing Atlantic basin Statistical Hurricane Intensity Prediction System (SHIPS) and the wind radii Climatology and Persistence (CLIPER) models and incorporate into the Automated Tropical Cyclone Forecast System (ATCF) as established within this Performance Work Statement (PWS). Contractor shall have a working knowledge in the field of meteorological research.

3.2 *Installation and Testing*

The contractor shall be responsible for contacting the Navy Research Laboratory (NRL) to schedule a date and time to install the updated models. During this time models shall be tested and all errors resolved prior to final acceptance.

The contractor shall provide a final report that includes all technical documentation for each performance objective.

3.3 *Travel*

Travel is associated with, is required, and shall be in accordance with the Department of Defense (DoD) Joint Travel Regulations (JTR) on a fixed price basis. All travel shall be arranged by the Contractor. A trip summary report shall be provided within 5 business days following the conclusion of travel and submitted to the TPOC.

4.0 *QUALITY ASSURANCE*

4.1 *Quality Control Program*

The Contractor is responsible for implementing and maintaining a Quality Control Program (QCP) to ensure that the work performed meets contract requirements and results in the correction of potential and actual problems. The QCP shall be implemented on the first day of contract performance. In addition to the Contractor's QCP, the Government will provide the Contractor with a copy of the Government's Quality Assurance Surveillance Program (QASP). Notwithstanding the Government's

QASP, the Contractor is not relieved from having their own QCP program to address quality issues during the contract performance period.

4.2 ***Quality Assurance Surveillance Program***

The Government’s QASP addresses deliverables identified for surveillance and the method and periodicity to ensure quality of the deliverables as outlined in this PWS. The QASP addresses what will be reviewed and will outline actions to be taken by the Contractor, should review(s) and/or inspections identify areas requiring remedial action. See Appendix A for the government’s QASP.

4.3 ***Deliverables:***

Deliverable	Performance Requirement	Presented to:	Frequency/Method	Acceptable Quality Level	Performance Rating
Adapting a model developed to work on Atlantic Ocean Hurricanes to the Pacific and Indian Oceans. (Section 2.1)	Due within 12 months of contract effective date. Monthly status reports shall identify the work completed, errors and corrective action taken.	NRL TPOC	Monthly Reports & Government personnel feedback	100% Satisfaction Rate	
Updating an existing model with more recent observational weather data (Section 2.2)	Due within 12 months of contract effective date. Monthly status reports shall identify the work completed, errors and corrective action taken.	NRL TPOC	Monthly Reports & Government personnel feedback	100% Satisfaction Rate	
Adapting an existing model to increase forecast guidance from 5 days to 7 days. (Section 2.3)	Due within 12 months of contract effective date. Monthly status reports shall identify the work completed, errors and corrective action taken.	NRL TPOC	Monthly Reports & Government personnel feedback	100% Satisfaction Rate	

Completion of Installation and Testing	Due within 12 months of contract effective date. Monthly status reports shall identify the work completed, errors and corrective action taken.	JTWC TPOC	Monthly Reports & Government personnel feedback	100% Satisfaction Rate	
Submission of completion report	Due NLT 30 days after contract expiration.	JTWC TPC	Annual	100% Compliance	

4.4 **Reports Matrix:** The Contractor shall submit the following reports:

	Type of Report	Frequency	Due Date
a.	Progress & Status	Monthly	Within 5 business days of the end of the previous month.
b.	Trip Reports	Each trip	Within 5 business days after return from trip.
c.	Completion Report	Annually	NLT 30 days after contract expiration.

4.4.1 **Report Requirements**

- a. Monthly Progress & Status Report - Status report shall include at a minimum: progress update (current research and analysis efforts; updated findings; upcoming meetings; and courses of action) and monthly performance (summary of completed work).
- b. Trip Reports - Trip reports shall provide analytic description of findings, analysis and recommended courses of action along with actual cost and duration of the trip.
- c. Completion Report - Upon completion of this effort, provide technical documentation for each performance objective.

4.5 **Periodic Progress Meetings**

The Contractor shall participate in periodic progress meetings as convened by the Government. At these meetings, the contracting officer, and/or the TPOC will apprise the Contractor of how the Government views the Contractor's performance and the Contractor will apprise the Government of problems, if any, being experienced. Appropriate action shall be taken to resolve outstanding issues. These meetings shall be at no additional cost to the government and may be in the form of telephone or video-conferencing and/or on-site meetings mutually agreed by both parties. Progress meeting should occur quarterly.

4.6 ***Enterprise-wide Contractor Manpower Reporting Application (ECMRA)***

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the upgrade of software and integration into the ATCF system, via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

- (1) W, Lease/Rental of Equipment;
- (2) X, Lease/Rental of Facilities;
- (3) Y, Construction of Structures and Facilities;
- (4) D, Automatic Data Processing and Telecommunications, IT and Telecom- Telecommunications Transmission (D304) and Internet (D322) ONLY;
- (5) S, Utilities ONLY;
- (6) V, Freight and Shipping ONLY.

(Note: The PSC utilized for this award is D308 - IT and Telecom – Programming)

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

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

5.0 ***PERSONNEL***

The Contractor shall furnish sufficient personnel to perform all work specified within this contract. Contractor is required to comply with FAR Subpart 7.5, which states that contractors will not perform inherently governmental functions. An “inherently governmental function” is defined as “a function that is so intimately related to the public interest as to require performance by Federal Government employees.” Inherently governmental functions include management of Government programs requiring value judgments, conduct of foreign relations, selection of program priorities, and the direction of intelligence and counter-intelligence operations. Inherently governmental functions DO NOT include, (i) gathering information for or providing advice, opinions, recommendations, or ideas to Federal Government officials; or (ii) any function that is primarily ministerial and internal in nature.

- a. When performing work associated with this PWS, contractor personnel will make clear to all individuals they deal with that they are contractor employees and not DOD employees. When participating and introducing themselves during official events wherein DOD, non-DOD, or foreign officials are present, contractor personnel will identify themselves as employees of the Contractor.
- b. Contractor personnel may not manage, supervise, or task DOD civilian employees or military personnel while performing the tasks within this PWS. Contractor personnel shall not make any commitment to non-DOD personnel, including a foreign official, which commits the expenditure of US Government resources.
- c. Contractor employees performing services shall be required to comply with all installation rules and regulations applicable to conduct, safety, security, and procedures governing site entry and exit.

- d. Contractor personnel shall be required to safeguard data files and output products, regardless of format or medium, in accordance with appropriate security measures for classification of data being handled within Headquarters CPF (see DOD Regulation 5200.1, Chief of Naval Operations Instruction (OPNAVINST) 5500.2). Contractor personnel shall also safeguard Privacy Act Information in accordance with existing regulations.
- e. Contractor personnel must be clearly identified (i.e. company shirt, pin, visible company ID, etc.) in a visible location as to who their employer is.
- f. Contractor personnel shall not establish an employee-employer relationship with Government personnel under this PWS. Contractors shall not provide personal services to the Government under this PWS. If Contractor employees are directed by any government employee at anytime to perform services not covered under this contract, the Contractor shall immediately notify the TPOC.

5.1 **Federal Holidays:**

New Year's Day	1 st of January
Dr. Martin Luther King's Birthday	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	5 th Monday in May
Independence Day	4 th of July
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	11 th of November
Thanksgiving Day	4 th Thursday in November
Christmas Day	25 th of December

If the federal holiday falls on a Saturday, the holiday is observed on the proceeding Friday. If the federal holiday falls on a Sunday, the holiday is observed on the following Monday.

6.0 **PERIOD OF PERFORMANCE**

- 6.1 Performance shall not exceed twelve (12) months from the effective date of the contract.

7.0 **PLACE OF PERFORMANCE**

Installation and testing shall be conducted at the following location:

Naval Research Lab
 Marine Meteorology Division
 7 Grace Hopper Ave.
 Monterey, CA 93943

Training shall be conducted at the following location:

Joint Typhoon Warning Center
 425 Luapele Drive
 JBPHH, HI 96860

8.0 **POINTS OF CONTACT**

- 8.1 **JTWC Technical Point Contact:**

Mr. Brian Strahl
Joint Typhoon Warning Center (JTWC)
Phone: (808) 474-4826, E-mail: brian.r.strahl@navy.mil

Mr. Robert Falvey
Phone: (808) 474-5301, Email: robert.falvey@navy.mil

NRL Technical Point of Contact:

Mr. Buck Sampson
Naval Research Laboratory (NRL)
Phone: (831) 656-4714 , E-mail: Buck.Sampson@nrlmry.navy.mil

8.2 ***Administrative Contracting Officer:***

Mrs. Kristina Bazard
NAVSUP Fleet Logistics Center, Pearl Harbor
Phone: (808) 473-7936, Facsimile: (808) 473-3524, E-Mail: Kristina.valencia@navy.mil.

12.3 ***Contractor Representative:***

Name:
Title:
Address:
Telephone:
Fax:
E-mail Address:

Appendix A: Quality Assurance Surveillance Plan

The Government’s QASP will address what deliverables are identified for surveillance and the method and surveillance periodicity to ensure the quality of deliverables as outlined in this PWS. The QASP addresses what will be reviewed and will outline actions to be taken by the Contractor, should review(s) and/or inspections identify areas requiring remedial action. See Appendix A for the government’s QASP.

- a. Critical performance processes and requirements. Critical to the performance of JTWC software upgrade and integration contract is the timely, accurate and thorough completion of all contract requirements.
- b. Performance Standards
 - i. Schedule - The due dates for deliverables and the actual accomplishment of the schedule will be assessed against original due dates and milestones established for the contract or task order(s).
 - ii. Deliverables – The deliverables required to be submitted will be assessed against the specifications for the deliverables detailed in the contract, if required by the contract, for the required content, quality, timeliness, and accuracy.
- c. Past Performance - In addition to any schedule, deliverables, and cost aspects of performance discussed above, pursuant to FAR 42.15, the Government will assess the contractor’s record of conforming to contract requirements and to standards of good workmanship, the contractor’s adherence to contract schedules including the administrative aspects of performance, the contractor’s history of reasonable and cooperative behavior and commitment to customer satisfaction, and the contractor’s business-like concern for the interest of the customer.
- d. Surveillance methods: The primary methods of surveillance used to monitor performance of this contract will include, but not be limited to, periodic or inspection, monthly status reports, and progress meetings.
- e. Performance Measurement: Performance will be measured in accordance with the following table:

Deliverable	Performance Requirement	Presented to:	Frequency/Method	Acceptable Quality Level	Performance Rating
Adapting a model developed to work on Atlantic Ocean Hurricanes to the Pacific and Indian Oceans. (Section 2.1)	Due within 12 months of contract effective date. Monthly status reports shall identify the work completed, errors and corrective action taken.	NRL TPOC	Monthly/Monthly Reports & Government personnel feedback	100% Satisfaction Rate	

Updating an existing model with more recent observational weather data (Section 2.2)	Due within 12 months of contract effective date. Monthly status reports shall identify the work completed, errors and corrective action taken.	NRL TPOC	Monthly/Monthly Reports & Government personnel feedback	100% Satisfaction Rate	
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Submission of completion report	Due NLT 30 days after contract expiration.	JTWC TPC	Annual	100% Compliance	

Each deliverable will be evaluated in accordance with the frequency identified in the above table, using the performance rating and criteria established within the below table.

Performance Rating	Criteria
Excellent	Performance meets contractual requirements and exceeds many to the government's

Outstanding	benefits. The contractual performance of the element or sub-element being assessed was accomplished with no problems and contractor actions were highly effective.
Very Good	Performance meets contractual requirements and exceeds some to the government benefits. The contractual performance was accomplished with few minor problems for which corrective actions taken by the contractor were effective.
Good	Performance meets contractual requirements. The contractual performance contains some minor problems for which corrective actions taken by the contractor were satisfactory.
Marginal	Performance does not meet some contractual requirements. The contractual performance reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear marginally effective or were not fully implemented.
Unsatisfactory	Performance does not meet most contractual requirements and recovery is not likely in a timely manner. The contractual performance contains serious problem(s) for which the contractor's corrective actions appear or were ineffective.

f. Incentives/Disincentives:

The TPOC makes an annual report on Contractor Performance (CPARS or other annual reports). The contractor's failure to achieve satisfactory performance under the contract, reflected in the TPOC's annual report, may result in termination of the contract and may also result in the loss of future Government contracts/task orders.

For each item that does not meet acceptable levels, the Government may issue a Contract Discrepancy Report (CDR). CDRs will be forwarded to the Contracting Officer with a copy sent to the contractor. The contractor must reply in writing within 5 days of receipt identifying how future occurrences of the problem will be prevented. Based upon the contractor's past performance and plan to solve the problem, the Contracting Officer will determine if any further action will be taken.

In accordance with the inspection of services provisions of the contract, the contractor will be incentivized to provide quality products in a timely manner since the Government can require the Contractor, at no additional cost, to replace or correct work that fails to meet contract requirements.