

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 66		
2. CONTRACT NO.		3. SOLICITATION NO. N39430-15-R-1602	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 22 Feb 2015	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVAL FACILITIES ENGINEERING COMMAND SPECIALTY CENTER ACQUISITIONS NAVFAC CODE AQ00/NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4347			CODE N62583	8. ADDRESS OFFER TO (If other than Item 7) See Item 7		CODE	TEL: FAX:	
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and <u>3</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 <u>Bldg 1100, NBVC</u> until <u>03:00 PM</u> local time <u>24 Mar 2015</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 ERIC L. FORD		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-982-2515		C. E-MAIL ADDRESS eric.l.ford2@navy.mil		
11. TABLE OF CONTENTS								
(X)	SEC.	DESCRIPTION		PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES				
X	A	SOLICITATION/ CONTRACT FORM		1	X	I	CONTRACT CLAUSES	26 - 42
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS		2 - 5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT		6 - 15		J	LIST OF ATTACHMENTS	
X	D	PACKAGING AND MARKING		16	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	INSPECTION AND ACCEPTANCE		17	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	43 - 47
X	F	DELIVERIES OR PERFORMANCE		18 - 19				
X	G	CONTRACT ADMINISTRATION DATA		20 - 22	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	48 - 62
X	H	SPECIAL CONTRACT REQUIREMENTS		23 - 25	X	M	EVALUATION FACTORS FOR AWARD	63 - 66
OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
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	
AWARD (To be completed by Government)								
19. ACCEPTED AS TO ITEMS NUMBERED			20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()					23. SUBMIT INVOICES TO ADDRESS SHOWN IN		ITEM	
24. ADMINISTERED BY (If other than Item 7) CODE					25. PAYMENT WILL BE MADE BY CODE			
26. NAME OF CONTRACTING OFFICER (Type or print) TEL: EMAIL:					27. UNITED STATES OF AMERICA (Signature of Contracting Officer)		28. AWARD DATE	

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

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	M/V INDEPENDENCE Support (Basic) CPFF		Each		
	Operation, maintenance and repair of the M/V INDEPENDENCE, a ship owned by NAVFAC EXWC, that supports RDT&E projects for the Navy. The contractor's primary effort is to operate the M/V INDEPENDENCE and maintain the vessel's mission readiness, as specified under individual delivery orders issued during the order period. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002 OPTION	M/V INDEPENDENCE Support (Opt 1) CPFF		Each		
	Operation, maintenance and repair of the M/V INDEPENDENCE, a ship owned by NAVFAC EXWC, that supports RDT&E projects for the Navy. The contractor's primary effort is to operate the M/V INDEPENDENCE and maintain the vessel's mission readiness, as specified under individual delivery orders issued during the order period. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	M/V INDEPENDENCE Support (Opt 2) CPFF		Each		
	Operation, maintenance and repair of the M/V INDEPENDENCE, a ship owned by NAVFAC EXWC, that supports RDT&E projects for the Navy. The contractor's primary effort is to operate the M/V INDEPENDENCE and maintain the vessel's mission readiness, as specified under individual delivery orders issued during the order period.				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004 OPTION	M/V INDEPENDENCE Support (Opt 3) CPFF		Each		
	Operation, maintenance and repair of the M/V INDEPENDENCE, a ship owned by NAVFAC EXWC, that supports RDT&E projects for the Navy. The contractor's primary effort is to operate the M/V INDEPENDENCE and maintain the vessel's mission readiness, as specified under individual delivery orders issued during the order period.				
	FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	M/V INDEPENDENCE Support (Opt 4) CPFF		Each		
	Operation, maintenance and repair of the M/V INDEPENDENCE, a ship owned by NAVFAC EXWC, that supports RDT&E projects for the Navy. The contractor's primary effort is to operate the M/V INDEPENDENCE and maintain the vessel's mission readiness, as specified under individual delivery orders issued during the order period. FOB: Destination				
				ESTIMATED COST	
				FIXED FEE	
				TOTAL EST COST + FEE	

FEE DISPENSATION

- (1) A contract level fixed fee determination rate may be established by dividing the fixed fee amount or pool set forth in the contract schedule for each contract year by the total estimated direct labor hours for the corresponding year. Fixed fee amounts payable on task orders will be calculated by multiplying the estimated number of direct labor hours on the task order by the contractor's fee determination rate.

A task order fee dispensation rate will be calculated by dividing the estimated number of direct labor hours required by the task order by the fixed fee amount established on the task order. Subject to the withholding provisions of the FAR 52.216-7 and 52.216-8 entitled "Allowable Cost and Payment" and "Fixed Fee," the fixed fee will be dispense to the prime contractor on the basis of each prime or subcontractor (if applicable) direct labor hour expended under individual task orders. If the task order is a completion type and the contractor satisfactorily completes the task order while expending less than the estimated number of direct labor hours the contractor is entitled to the full fee. If the task order is a level of effort type then the fee payable on the task order will be reduced to reflect the actual number of direct labor hours expended. If the scope of work on a task order is decreased after the task order ia warded the task order may be modified to reflect the changed work and to reduce the fixed fee. In no event is the contractor eligible to receive fee in excess of the amount set forth in the task order.

- (2) The Contractor shall ensure that the fee dispensation process employed for subcontractors does not result in a cost-plus-percentage-of-cost relationship.

ADDITIONAL INFORMATION

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SECTION B

B.1 The total value of the contract to be awarded is not to exceed \$35,000,000.00 for the basic year and all options. A seed task order to satisfy the minimum guarantee will be issued concurrently with the award of the basic contract.

NOTE: The NTE amount is the estimated total cumulative annual value of all task orders to be issued against the IDIQ contracts. Any unused ceiling from year to year will be carried over to the next option period for ordering purposes.

B.2 Upon award, the full value of the contract will be awarded on the base year CLIN (0001) Subsequent option CLINs are for ordering period extensions and do not have value attached to them. The Government's best estimate for work to be performed during each ordering period year is \$6.5 Million per year.

B.3 However, for proposal preparation and evaluation purposes, the Government will be requesting that offerors price out each CLIN's cost element detail. See Section L for further information.

B.4 **Office of Federal Contract Compliance:** Offerors wishing to propose shall register with the Office of Federal Compliance Programs (OFCCP) National Pre-Award Registry. For more information see - http://www.dol-esa.gov/preaward/pa_reg.html

B.5 This contract is being issued as a 100% small business set-aside procurement.

Section C - Descriptions and Specifications

ECMRA

This language incorporated into Section C applies to the basic contract and all delivery orders awarded under this contract on or after 1 OCT 2012.

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the NAVFAC EXWC N39430 via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

PERFORMANCE WORK STATEMENT

C.1 INTRODUCTION. This contract is for the operation, maintenance and repair of the M/V INDEPENDENCE which is owned by the Naval Facilities Command Engineering and Expeditionary Warfare Center (NAVFAC EXWC). NAVFAC EXWC is responsible for providing research, development, testing and evaluation (RDT&E) of undersea surveillance systems, load handling systems, acoustic array systems, cable system components, cable and system survivability studies, installation methods, test vessel support, and training range establishment and maintenance. NAVFAC EXWC is also tasked with assisting other Government agencies with ocean vessel support, oceanographic surveys, environmental data collection, naval exercises, tests, range area support, and Remotely Operated Vehicle (ROV) operations. M/V INDEPENDENCE is the primary vessel used in support of these operations.

C.1.1 Vessel Description. The M/V INDEPENDENCE is a non-inspected, public owned, 500 gross ton tug/supply vessel, with a Length-Over-All of 200 feet and a 40-foot beam. The vessel has an American Bureau of Shipping (ABS) approved Kongsberg Dynamic Positioning System linked to the main engines, bow and stern thrusters and interfaced to the various navigation and environmental sensors. The vessel maintains compliance with requirements of the International Maritime Organization, Global Maritime Distress and Safety System and Safety of Life at Sea convention as applicable. The M/V INDEPENDENCE is fitted with a 7 ton telescoping crane and a 10-ton articulating A-Frame for over-boarding project equipment and materials at sea. NAVFAC EXWC maintains a 3000 meter capable ROV with a dedicated launch and recover system, and other specialized handling systems that have been configured for the M/V INDEPENDENCE and the vessel has been modified for the equipment. The M/V INDEPENDENCE is manned by a United States Coast Guard (USCG) licensed 11 man crew, consisting of one (1) Master, one (1) Master/Mate, one (1) Mate, one (1) Chief Engineer, two (2) Assistant Engineers, one (1) Lead Able Body Seaman, one (1) Able Body Seamen, two (2) Able Body or Ordinary Seamen, and one (1) Cook.

C.1.2 Capability. The M/V INDEPENDENCE provides a capable, one-of-a-kind, ocean work vessel from which to conduct the command's ocean related research, development, tests and evaluations. The capabilities of the M/V INDEPENDENCE have become widely known throughout Department of Defense (DoD) because of its successful employment of NAVFAC EXWC on at sea ocean engineering projects. Hence the M/V INDEPENDENCE has performed ocean related R&D testing from the coasts of Sicily to South Korea. The M/V INDEPENDENCE has a worldwide operating capability. Self-sufficiency in operations and maintenance is an important objective of NAVFAC EXWC in operating the M/V INDEPENDENCE.

C.2 SCOPE. The contractor shall provide crewing and engineering services necessary for NAVFAC EXWC to support its offshore missions from the M/V INDEPENDENCE. The contractor's primary effort is to operate the M/V INDEPENDENCE and maintain the vessel's mission readiness, as specified under individual task orders issued during the ordering period. The contractor shall provide a properly licensed crew, support personnel, facilities, and appropriate supervision to perform support services including navigation, operation, management, longshoring, marine equipment design and fabrication, logistics, alterations, and dry-docking to the M/V INDEPENDENCE as required under individual task orders. The contractor shall also provide alternate or additional vessels and crews to support an offshore mission should the M/V INDEPENDENCE not be able to support the mission due to schedule conflicts, mechanical problems, or when an additional vessel is required for the mission. This requirement will also be specified under individual task orders.

C.2.1 Level Of Effort. The level of effort for this task will cover 1 calendar year (365 days). The M/V INDEPENDENCE could have tasking that would require full manning for the entire 365 days. However a typical operational year can be considered as approximately 145 in-port days and 220 at-sea days. The 145 in-port days include 60 weekend days, 6 holidays when only a watch stander is required onboard, and 79 in-port maintenance days considered as Monday through Friday standard work days for the crew. At-sea days are 24-hour days timed from midnight to midnight, which requires the crew to work in shifts. The number of at-sea days (duration of voyages) required to conduct a task is indeterminate. The number of at-sea days required to conduct a task are counted as the number of days away from the homeport of Port Hueneme and not necessarily the number of days underway. This means that days spent at ports-of-call during a voyage are considered at-sea days. The contract option years will have the same estimated in-port and at-sea days as the basic contract. Exceptions to this are days spent in ship yard that will be in-port days and not at-sea days.

C.3 SPECIFIC SERVICES

C.3.1 Operational Support. The contractor, through his representative, the Master, shall operate the M/V INDEPENDENCE in accordance with USCG regulations, operational area regulations, and other maritime regulations that the Government recognizes. While operating from any Government port or test range, the contractor shall comply with that facility's procedures and instructions as they may apply to a ship not in commission or manned by a Navy crew. The Master and crew shall additionally comply with relevant and applicable statutes and regulations.

C.3.1.1 Manning. The M/V INDEPENDENCE is manned by a USCG licensed 11 man crew, consisting of one (1) Master, one (1) Master/Mate, one (1) Mate, one (1) Chief Engineer, two (2) Assistant Engineers, one (1) Lead Able Body Seaman, one (1) Able Body Seamen, two (2) Able Body or Ordinary Seamen, and one (1) Cook. The contractor shall furnish complete or partial operating crews or other personnel as required. The crew of the M/V INDEPENDENCE is intended to be a team with experience in performing complex and high priority RDT&E experiments at sea. The team, led by the Master, shall be responsible for the bridge operations, shall assist project personnel in project specific deck operations, shall perform at sea operations without project personnel onboard, and shall be responsible for training new crewmembers to be part of the operations team.

C.3.1.1.1 Master Responsibilities. The Master ultimately retains authority to control the movements of the M/V INDEPENDENCE in carrying out his primary responsibility for compliance with Government task orders as well as the safety of the vessel and all personnel embarked. The Master shall enforce laws of the United States, which are those of a ship's Master to enforce, and all applicable rules and regulations of the U.S. Navy, U.S. Coast Guard,

Department of Homeland Security, and applicable international regulations when out of the United States. In the case of an emergency, nothing in this contract shall be construed as preventing the Master from taking the most effective action, which in his judgment, will rectify the situation causing the emergency, and thereby safeguard life, property and the vessel. The Master will have the authority to abort operations, temporarily, on the basis of clear and present danger to life and property at sea, and will inform the Contracting Officer and NAVFAC EXWC M/V INDEPENDENCE Operations Director and/or Contract Officer's Representative (COR) as soon as safe conditions permit. Full details of the action taken, rationale, and recommendations shall be provided at the earliest opportunity. Under normal operation conditions the Master shall not take any mission aborting action without consultation with the lead project person onboard or the Operations Manager, or COR.

C.3.1.2 Security and Safety. The M/V INDEPENDENCE shall be manned as stated in section C.3.1.1 of this statement of work to provide proper security, to maintain the highest attainable level of material condition, and to provide personnel required for safety while underway and during mission operations. Personnel assigned to the vessel shall be qualified to perform assigned duties in accordance with the personnel requirements.

C.3.1.3 Additional Services. The contractor shall, when so directed by task order, perform other services, i.e.:

- (1) Operation of GFE and other contractor's equipment in support of ocean projects;
- (2) Data acquisition, reduction, and reporting;
- (3) Equipment field maintenance, preventative maintenance, and repair;
- (4) Parts replacement when consumed during operational requirements;
- (5) Vessel or systems alterations to support project missions; and
- (6) Design, fabrication, or alterations of project equipment for shipboard and ocean applications.
- (7) Provide commercial vessels through charters. Charter instructions will be provided on a task order by task order basis and shall be in accordance with MSC charter vessel requirements for contractor operators.

C.3.1.4 Pre-Mission and Post-Mission Preparation. During mobilization and demobilization, the contractor shall provide the necessary long-shoring and technical services to install, interface and test roll-on equipment for operational missions. Upon completion of the operational mission and returning to homeport, the contractor shall remove designated systems and equipment used during the operational period and restore the vessel to pre-cruise condition. In addition, the off-loaded equipment shall be prepared for shipment and shipped as directed. The contractor shall normally be required to provide commercial crane and welding services for the mobilizations and demobilizations.

C.3.1.5 Mission Maintenance. During operational missions, the contractor shall be required to operate the vessel and/or its equipment, provide logistic support for operations, acquire/reduce/report data, and perform all required preventative/corrective maintenance to both the vessel and the mission equipment as directed.

C.3.2 Berthing and Messing. Meals shall be prepared and served by the contractor during the following periods onboard the M/V INDEPENDENCE:

- (1) for days in port, the contractor shall furnish 2 meals per day for the crew;
- (2) for days at sea, the contractor shall furnish 3 meals per day, berthing, and sanitary accommodations for project personnel in addition to the crew;
- (3) non-standard meal schedules if required, will be established by the Government when issuing specific task orders for these services; and
- (4) lunch meals shall be provided by the contractor during mobilization and demobilization for only the crewmembers and the number of project personnel specified in the task orders.

C.3.3 Engineering Services. The primary objective of at-sea operations conducted from the M/V INDEPENDENCE is to support RDT&E for critical Navy programs. Offshore operations are typically experiments to obtain critical data to develop a technology, hardware, or validate numerical models. Many unique pieces of

hardware are developed in order to conduct these experiments from the vessel. The hardware must fit within the confines of the vessel's deck, interface with the on-board electrical, hydraulics, firefighting, and pneumatic systems. In some cases, alterations to the deck or onboard systems shall be performed to accommodate test hardware. Analysis on vessel loading, stability, and safety shall be conducted on large or heavy hardware items placed on the deck. The hardware shall be engineered and secured to withstand the dynamic forces encountered at sea. The engineering analyses shall be performed in accordance with applicable Mil Standards, ABS Standards, or other Government recognized marine industry standards. Deck loads, project deck hardware, rigging, and alterations, etc. shall meet or exceed the applicable standard. These engineering efforts require primarily ocean, mechanical, electrical, structural, and marine engineering disciplines. The disciplines of nautical science and naval architecture are also used. Engineering services shall be provided, when specified in the task order, to primarily perform vessel alterations for project equipment. The alterations, as stated above, usually will involve the vessel's structural, mechanical, electrical, and instrumentation systems.

C.3.4 Mission Readiness Sustainment. During the in port times between cruises the M/V INDEPENDENCE requires daily maintenance and staffing to maintain operational readiness, security, and seaworthiness as required to support the NAVFAC EXWC missions. The contractor shall provide management control, preventive maintenance (PM), corrective maintenance, and security (watchstanding) on the M/V INDEPENDENCE and Government Furnished Equipment (GFE) connected with the vessel. A GFE inventory list will be attached to the basic contract.

C.3.4.1 Maintenance. The contractor shall perform predictive, preventive, and corrective maintenance as required to maintain the vessel's equipment and systems in a high state of readiness, as defined in paragraph C.3.4.5 below, and to such extent and manner as to provide continuing operation, prolong the life of machinery, and to preclude breakdown of machinery, undue overhaul of major equipment, and excessive corrective maintenance. Maintenance shall be performed in accordance with the USCG regulations, ABS standards, OEM requirements and standard commercial practice, and the on-board Preventive Maintenance (PM) database. The PM database describes all components and frequencies for equipment requiring preventive maintenance.

C.3.4.2 PM Database. The contractor shall utilize the on-board PM database as necessary to schedule and document maintenance actions and to maintain the vessel's equipment inventory. The PM database shall be updated as necessary as a record of maintenance performed, and when new equipment is added to the vessel's inventory.

C.3.4.3 Minor Repairs. The contractor shall make minor repairs (see Attachment 2) that are required as part of equipment and vessel maintenance.

C.3.4.4 Major Repairs. The contractor shall make major repairs to the vessel and its associated equipment, but shall provide the Government with written notification and cost estimate for major repairs (see attachment 2) and must receive Government approval before major repairs can be accomplished.

C.3.4.5 Operational Readiness. The contractor shall maintain the GFE in such a manner and condition that the M/V INDEPENDENCE shall be ready to go to sea within 48 hours' notice for cruises with a planned duration of five (5) days or less. For cruises with planned durations greater than five (5) days the Government will provide the contractor with five (5) days advance notice in which to prepare the GFE to go to sea. The contractor shall notify the Government's Operations Director whenever the M/V INDEPENDENCE cannot meet the readiness requirement of this paragraph. NAVFAC EXWC will typically provide an operational schedule of missions that are being planned for the year and update the schedule when changes occur.

C.3.4.6 Normal Security. The contractor shall maintain security aboard the M/V INDEPENDENCE, during the normal workweek, by providing a watch-stander 5 days a week, 24 hours per day. The contractor shall maintain security aboard the M/V INDEPENDENCE during weekends and holidays by providing one watch-stander for each 24-hour period. The watch-stander may be a crewmember or member of a subcontracted security firm so long as the watch-stander is qualified to perform the duties. The contractor is responsible for qualifying, assigning duties, and training the watch-stander. The purpose of the watch-stander is to insure the security of the vessel by conducting scheduled rounds to check lines and systems. The watch-stander will not make any adjustments to systems or lines unless qualified and authorized to do so. The watch-stander shall check identification and log authorized persons that board the vessel after-hours. The contractor shall provide the watch-stander procedures, phone numbers of

emergency services, necessary contractor and Government personnel and an access list of personnel authorized to board the vessel.

C.3.4.7 Alternative Security. If mission requirements and/or personnel conflicts hinder the contractor's ability to provide security at any time, the contractor shall submit to the Contracting Officer, in writing, an alternative proposal to the Government for approval five (5) working days prior to the conflict.

C.3.4.8 Dry-docking. The contractor shall perform dry-docking and maintenance to maintain ABS certification as defined in 46 CFR, and whenever deemed necessary by the Government, as specified by individual task orders. The contractor shall prepare the statement of work for the shipyard, sub-contract for the shipyard, transit the vessel to and from the shipyard, support and supervise the shipyard work in accordance with task order statements of work.

C.3.4.9 Verification. NAVFAC EXWC, USCG, and ABS inspections as deemed necessary by NAVFAC EXWC will provide Government verification of security, maintenance, and operational readiness.

C.3.5 Management. The contractor shall furnish the administrative and managerial services necessary to conduct the administration of the M/V INDEPENDENCE.

C.3.5.1 Liaison. The contractor shall maintain liaison and coordination of contractor operations with the Government M/V INDEPENDENCE operations lead, project personnel and the Contracting Officer's Representative (COR) to ensure proper implementation and continuity of field operations involved in this contract. The contractor shall provide engineering and administrative services in the formulation of plans for specific program/project operation of the M/V INDEPENDENCE. Such services may include, but are not limited to: cruise planning; overhaul planning for M/V INDEPENDENCE and associated equipment; maintenance analysis and planning; technical planning; long-lead procurement planning; estimates of contractor manpower; assessment of equipment and instrumentation requirements; specification preparation; repair cost estimating; logistic support, including inventory planning and administrative issues concerning spare parts and repair procurements; selection of operating area; and vessel routing.

C.3.5.2 Logistics Services. Arrangements for all logistic services necessary for both at-sea and port operations, and for deployed electronics and mechanical equipment, shall be the responsibility of the contractor, if not provided as GFE by specific task order. Liaison with the M/V INDEPENDENCE operations lead and/or COR should be used in determining the extent required services or materials are available from Government sources to satisfy a particular operational need. When berthed at, or operating from, a Government facility, the contractor shall, to the extent practicable, request equipment, materials, or supplies in stock at the facility, or shore-side services available therein. Items not practically available from the sources shall be provided from customary commercial sources. Required logistics support services include, but are not limited to, the following:

C.3.5.2.1 Port Services. When berthed at a Government facility, the listed services are examples of services generally available within the Government, and when practical shall be provided by arrangement between NAVFAC EXWC and that facility:

- (1) local trucking;
- (2) cranes;
- (3) rigging services;
- (4) shop services;
- (5) staging area;
- (6) warehousing and open storage;
- (7) assistance in shipping and receiving test equipment that the Government may require to be installed aboard the M/V INDEPENDENCE to perform its mission, including loading, securing, discharging, packing, crating, and bills of Lading preparations;
- (8) electricity, water, and telephone service at pier-side; and
- (9) limited parking at pier-side and additional parking in a nearby lot; and
- (10) ship's agent.

Should the listed services not be available within the Government the contractor shall provide the services through commercial sources. The contractor may additionally arrange for pilotage, dockage, tugs, customs, and other provisions necessary for entering, operating from, or leaving such locations.

C.3.5.2.2 Acquisition of Expendables, Consumables, and Hardware. Expendable, consumable, and hardware items used aboard the M/V INDEPENDENCE in support of marine operations or maintenance shall be the responsibility of the contractor as required in the performance of work under individual task orders. Expendables and consumables include, but are not limited to, items such as: office supplies, lumber, metal, wire rope, cable, nylon, rigging materials, polypropylene, manila line, batteries, paint and paintbrushes, electrical items, hand tools, cleaning solutions, shackles, turnbuckles, cable clamps, and other marine hardware.

C.3.5.2.2.1 Government Sources. When the contractor is required to make procurements, under this contract, the M/V INDEPENDENCE operations lead and/or COR shall be notified in order to determine the availability of the item/items through Government sources. The Government will then procure the item/items or refer the procurement back to the contractor. In procurement actions, the contractor shall engage in competitive acquisition in accordance with the Federal Acquisition Regulations. The contractor has the authority to make procurements of GSA items under this contract.

C.3.5.2.2.2 Mess Provisions. The contractor shall furnish messing provisions from commercial sources within CONUS. The Government may furnish provisions outside CONUS depending upon location and availability. The contractor shall provide provisions from commercial sources outside CONUS should Government sources not be available.

C.3.5.2.2.3 Fuel and Lubricants. Diesel fuel will normally be furnished by the Government, but in some instances the contractor may be required to purchase fuel on a reimbursable basis, as required by individual task orders. The contractor will procure required lubricants for the vessel as required.

C.3.5.2.3 Other Logistics Services. As required for specific task orders, the contractor shall:

- (1) provide technical writing, graphics, and reproduction services to prepare reports, inventory, and validation listings and other documentation or displays, as required;
- (2) maintain records, documentation, and other technical data on assets utilized in projects; and
- (3) maintain Hazardous Materials Inventory and disposal records IAW Navy regulations.

C.3.6 Area of Operation. It is anticipated that the contractor's services will be rendered primarily in the coastal waters of California, Oregon and Washington. However, the foregoing is intended to be construed as descriptive and does not preclude the Government's requiring the prosecution of voyages in other areas, or temporary berthing at other Government and commercial ports, both domestic and foreign.

C.3.7 Contract Data Requirements List. Further information on the submittals stated above will be provided in their respective Contract Data Requirements List, which shall be furnished as an attachment to any request for task order award.

C.4 REQUIREMENTS. The contractor shall:

C.4.1 Provide specified services of the type identified in Section 3.0 of this Statement of Work, which meet the requirements of this contract and the individual task orders issued there under;

C.4.2 Apply for Common Access Cards (CACs) for M/V INDEPENDENCE crew members. The contractor shall maintain a list of personnel with CACs and will turn in CACs to NAVFAC EXWC's security office when no longer required; and

C.4.3 Assume custody of GFE and provide for proper accounting, use, storage, and maintenance of the equipment. Return GFE as scheduled and identify damaged or missing items; and

C.4.4 Provide monthly progress reports which shall include data on the status of funding and expenditures as specified in the task order. The reports shall be provided in accordance with CDRLs specified for each task order. As a minimum the monthly status reports shall include the following information:

C.4.4.1 Monthly financial reports to report previous month's expenditures for labor and other direct cost and amounts remaining on each task order. The monthly financial accounting may coincide with the contractor's billing periods, but are due to NAVFAC EXWC on the 15th of each month.

C.4.4.2 Monthly maintenance reports to include equipment scheduled for Preventative Maintenance during the month, maintenance performed during the month, unscheduled maintenance performed, number of days the M/V INDEPENDENCE did not meet the readiness condition of paragraph C3.3.5, and expected operational readiness condition for the following month. Monthly maintenance reports are due to NAVFAC EXWC on the 15th of each month.

C.4. 5. Provide data of a nature and frequency as specified by individual task orders.

C.5 SAFETY & EMERGENCIES

C.5.1 Responsibility. When in port as when at sea, the contractor, through the ship's Master, shall have full responsibility for the safety of the M/V INDEPENDENCE, including onboard equipment, and embarked personnel. Embarked personnel will be made cognizant that personal emergencies becoming known while the vessel is operationally employed will not be considered justification for a mission abort or the vessel returning to port solely to accommodate the emergency. Additionally, there will be times when no personal communications may be transmitted from the vessel. The Master in consultation with the contract COR, Contracting Officer, and other appropriate authorities will decide cases of medical emergencies at sea on an individual basis.

C.5.2 Accidents. All accidents arising out of, or in connection with, performance of services hereunder, and which result in a loss time injury, death, or property damage, shall be reported immediately to the COR, and confirmed in writing within forty-eight (48) hours after the accident occurs. The reports shall be provide to the COR, with a cover letter to the Contracting Officer, on a NAVFAC Contractor Significant Incident Report (CSIR) form giving full details of the accident, including witnesses' statements, and shall be in addition to, not in lieu of, any reports required by local authorities, or other agencies.

C.5.2.1 Third Party Claims. Additionally, the contractor shall report to the Contracting Officer within 48 hours, in writing, a claim made by a third party against the contractor which results from any accident occurring in connection with performance of a task order.

C.5.3 Emergency Procedures. The contractor's crew or individuals therein shall be trained and drilled as required by U.S. Coast Guard licensing procedures to insure their effectiveness in emergencies including, but not limited to, firefighting, man overboard, severe flooding, abandon ship, emergency medical training and CPR.

C.5.4 Weight Handling Equipment. The Weight Handling Equipment (WHE) program for the NAVFAC is governed by the publication NAVFAC P-307. NAVFAC P-307 provides requirements for the management, maintenance, inspection, testing, certification, alteration, repair and operation of WHE at Navy shore installations and Navy owned WHE at non-Navy installations. Although NAVFAC P-307 primarily applies to shore facilities and not to WHE installed on vessels, NAVFAC EXWC has applied some of the requirements and implementation of NAVFAC P-307 to the M/V Independence through NAVFAC EXWC Instruction 11260.1. The contractor shall comply with the NAVFAC EXWC Instruction 11260.1 as the minimum standard WHE onboard the M/V INDEPENDENCE.

C.6 SECURITY. Projects undertaken on the M/V INDEPENDENCE may be classified. The experimental results as well as the equipment being tested may be classified. Accordingly, all contractor personnel associated with the M/V INDEPENDENCE who will have access to material described above must have security clearances meeting the Government's requirements. The contractor shall be a wholly owned U.S. company, as defined in section 3 of

the National Industrial Security Program Operating Manual, DOD 5220.22M, maintain facilities and procedures for storage and control of classified material, and a system of plant protection and security. Prior to the execution of work, the contractor shall possess a Top Secret facility clearance and shall comply with DOD 5220.22M. In order for the M/V INDEPENDENCE to maintain its operational readiness and meet mission requirements, 8 of the 11 crew members and the contractor's Security Officer shall have a current satisfactory Single Scope Background Investigation (SSBI) under the provisions of Intelligence Community Directive 704, prior to the performance of work under this contract. As a minimum, the following crew members shall have the current SSBI prior to the execution of work: (1) Master, (2) Master/Mate, (3) Chief Engineer, (4) Assistant Engineer, (5) Cook, (6) Lead Able Bodied Seaman or Able Bodied Seaman, (7) Able Bodied Seaman or Ordinary Seaman, and (8) Assistant Engineer or Seaman of any level.

C.6.1 SSBI. All crewmembers shall undergo the SSBI process and have a counter-intelligence polygraph performed by the Government. The contractor shall initiate the SSBI process for all non-SSBI crewmembers within 30 days after award. All crewmembers without an SSBI, at time of award, shall be processed, by the contractor, to have a Secret clearance within 90 days after award. Should a crewmember be unable to obtain the required Government Secret clearance or be determined unsuitable for higher-level clearances from the SSBI, that crewmember will not be allowed to sail on any voyage requiring a Government security clearance.

C.6.2 COMSEC. The contractor shall operate and store Communication Security (COMSEC) equipment and materials on board the M/V INDEPENDENCE as authorized by individual task orders. The COMSEC equipment may include Secure Telephone Equipment (STE), telemetry transmitters, and other controlled cryptographic items. The COMSEC equipment and material may be of security classification levels up to and including Top Secret. The contractor shall have, as a minimum, a Secret level STE onboard the M/V INDEPENDENCE and in the contractor's local office.

C.7 RESOURCES The contractor shall have an established and functioning organization for technical, administrative, financial, and subcontractor direction and control. The use of subcontracting to meet performance requirements is permissible, provided the facilities, services, and personnel strengthen and support those offered by the contractor, and satisfactory management controls and subcontract agreements are utilized.

C.8 OTHER REQUIREMENTS. The crew shall meet the following additional requirements.

C.8.1 Three crew members shall have a "Lifeboatman" endorsement in accordance with U.S. Coast Guard licensing procedures

C.8.2 All vessel deck officers shall have a "Radar Observer (Unlimited)", GMDSS and STCW endorsements in accordance with U.S. Coast Guard licensing procedures

C.8.3 Other license endorsements and training for such things as firefighting and CPR, as required for the crew of the M/V INDEPENDENCE, shall be the responsibility of the contractor in accordance with USCG regulations.
Personnel Qualifications

The contractor shall provide a crew that meets the qualifications stated in sections C.6 Security (that they have SSBIs) and C.8 Other Requirements. Security requirements apply to all labor categories not just key personnel.

1. Master (Key Personnel)

Education: Graduate of a state or federal maritime academy, or U.S. Naval or Coast Guard Academy, as a deck officer.

Experience: Shall hold a U.S. Coast Guard open ocean license as master of inspected motor vessels of not less than 500 gross registered tons. Experience must include at least three years of employment, in such capacity, aboard twin-screw vessel(s) operating under conditions involving precise surface and subsurface navigation, station keeping (including six months experience in the operation and use of dynamic positioning systems), close-quarter

maneuvering, ROV operations, and towing. Must be intimately familiar with both the international and U.S. inland, rules of the road. License must have GMDSS, STCW, and ARPA radar endorsements. Must have experience with deck cargo load-out and securing procedures.

Must have proven ability to interact with scientific and other technical personnel who may not be conversant with daily shipboard operations and limitations.

A total of 5 years of experience as a licensed Master/Mate aboard comparable or larger vessels may be substituted for the formal education requirement.

2. Master/Mate (Key Personnel)

Same as Master

3. Chief Engineer (Key Personnel)

Education: Graduate of a state or federal maritime academy, or U.S. Naval or Coast Guard Academy, as a marine engineer, or U.S. Naval schools or equivalent in propulsion; Machinist Mate; Engineman; Damage Control; Air Conditioning and Refrigeration; etc.

A total of 5 years of experience as a licensed Chief Engineer aboard comparable or larger vessels may be substituted for the formal education requirement.

Experience: Shall hold an open ocean license as chief engineer of inspected motor vessels powered by not less than 2500 HP diesel engines with a minimum of three years of experience in that class.

4. Assistant Engineer

Education: No requirement

Experience: Shall hold an open ocean U.S. Coast Guard license as Assistant Engineer of inspected motor vessels powered by not less than 2500 HP diesel engines with a minimum of three years of experience in that class.

5. Lead Able Body Seaman

Education: No requirement.

Experience: Shall hold a U.S. Coast Guard license as Able Bodied Seaman any waters, unlimited.

6. Able Bodied and Ordinary Seaman

Education: No requirement.

Experience: Shall hold the U.S. Coast Guard license as specified in the CFR for the position.

7. Cook

Education: Commercial, U.S. Navy, Coast Guard, training in galley management, meals preparation, nutrition requirements, food hygiene, sanitary cooking practices, and galley safety.

Experience: Shall hold a U.S. Coast Guard license with endorsement for Steward's Department – (Food Handler). Four years shipboard experience in galley operations, two of which shall have been as Chief Cook or galley manager.

8. Facility Security Officer (FSO)

Education: Completion of DSS Approved Facility Security Officer Training

Experience: Shall have two years experience in working with DoD industrial security matters. Security Officer shall be familiar with the NISPOM, COMSEC requirements, clearance procedures and implementation of the procedures.

GLOSSARY OF MAINTENANCE DEFINITIONS

MATERIALS: Items such as motors, fuses, bearings, valves, hardware, controls, or other mechanical or electrical parts or items required to maintain the vessel and on-board systems in a functional state by means of replacement, alteration, restoration, or minor repair.

MINOR REPAIR: The act and process of replacing, altering, or restoring equipment of systems when the cost is less than \$2,500.00 for materials and labor.

MAJOR REPAIR: The act and process of replacing, altering, or restoring equipment or systems when the cost is \$2,500.00 or greater for materials and labor.

PREVENTIVE MAINTENANCE: Programmed work at scheduled intervals for the purpose of maintaining equipment and systems in a useful state or condition and preventing deterioration or breakdown of vessel structure and equipment. Maintenance also includes painting and housekeeping, for safety and appearance, of all equipment and all mechanical and accommodation spaces.

SUPPLIES: Expendable items on hand such as grease, fan belts, filters, refrigerant, oil for lubrication, rags, etc., necessary for maintenance and consumed at a fairly constant rate.

Section D - Packaging and Marking

SECTION D

D1 PREPARATION FOR DELIVERY

All material to be delivered hereunder shall be afforded the degree of packaging (preservation and packing) required to prevent deterioration and damages due to the hazards of shipment, handling and storage. Best commercial practice will be accepted.

D2 PROHIBITED PACKING MATERIALS

The use of asbestos, excelsior, newspaper or shredded paper (all types including waxed paper, computer paper and similar hygroscopia or non-neutral material) is prohibited. In addition, loose fill polystyrene is prohibited for shipboard use.

D3 CLASSIFIED MATERIAL

Classified material, if applicable, shall be packed and shipped in accordance with transmission instructions contained in the Industrial Security Manual for Safeguarding Classified Information and DD Form 254, Contract Security Classification Specification.

D4 MARKING OF SHIPMENTS

The contractor shall mark all shipments under this contract in accordance with MIL-STD-129, Military Marking for Shipment and Storage.

Each shipment of material and/or data shall be clearly marked to show the following information, unless otherwise specified in individual task order issued under this contract.

SHIP TO:
Receiving Offer
Naval Facilities EXWC

MARK FOR: N39430-15-D-1602
Task Order Number:
Attn: Karen Miller.

A copy of each transmittal letter shall be forwarded to:

NAVFAC EXWC ACQ
Attn: ACQ71

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	N/A	Government	N/A	Government
0002	N/A	Government	N/A	Government
0003	N/A	Government	N/A	Government
0004	N/A	Government	N/A	Government
0005	N/A	Government	N/A	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-5

Inspection Of Services Cost-Reimbursement

APR 1984

Section F - Deliveries or Performance

ORDERING AND PERFORMANCE

F1 CONTRACT PERIOD OF PERFORMANCE

A. The resulting contract will be for a base period of one year with four (4) option periods of up to twelve months each. The maximum ordering period of the contract is five (5) years.

B. Each Task Order issued will specify the period of performance applicable. However, in no event shall the period of performance of any task order be extended beyond twelve (12) months after the contract term.

F2 OPTION PERIOD OF PERFORMANCE/ORDERING PERIOD

The place of performance and delivery for any services to be performed hereunder will be specified in individual task orders issued under this contract.

DELIVERY

F.1 DELIVERY OF DATA (TASK ORDERS)

Data shall be delivered in accordance with the schedules and destinations specified in DD Form 1423, Contract Data Requirements List, Exhibit "A," that will be provided in individual task orders issued.

F.2 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor for any reason anticipates or encounters difficulty in complying with the contract delivery schedule or date or in meeting any of the order requirements of the contract, the contractor shall immediately provide written notification to the Contracting Officer, via the cognizant DCMA Office, if assigned, giving pertinent details. This verification shall only be informational in character, its receipt by the Government shall not be construed as a waiver by the Government (a) of any delivery schedule or date or (b) of any other requirement by the contractor or (c) of any other rights or remedies provided to the Government by law or under this contract.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-MAY-2015 TO 30-APR-2016	N/A	NAVFAC EXWC . CODE CIOFP 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-1192 FOB: Destination	N39430

0002	POP 01-MAY-2015 TO 30-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0003	POP 01-MAY-2015 TO 30-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0004	POP 01-MAY-2015 TO 30-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0005	POP 01-MAY-2015 TO 30-APR-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430

CLAUSES INCORPORATED BY REFERENCE

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

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
5252.201-9300	Contracting Officer Authority (JUN 1994)	MAR 2004

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

Cost Voucher

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

N/A

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

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N39430
Admin DoDAAC	N39430
Inspect By DoDAAC	N39430
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	N39430
DCAA Auditor DoDAAC	TBD at Award
Other DoDAAC(s)	_____

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

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

TBD at Task Order Award

(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.

TBD

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

(End of clause)

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

(a) Services to be furnished under this contract shall be furnished at such times as ordered by the issuance of task orders by the Ordering Officer designated by the Contracting Officer. All orders issued hereunder are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order. A task order will be considered "issued" for the purpose of this contract at the time the Government deposits the order in the mail or, if transmitted by other means, when physically delivered to the Contractor.

(b) Except in emergency situations, only a Contracting Officer may modify task/delivery orders. An Ordering Officer, when authorized by the designation official (Contracting Officer), may issue modifications to task/delivery orders only during an emergency. Modifications to task/delivery orders will be issued on a Standard Form (SF 30).

Task orders may be modified orally by the Ordering Officer in emergency circumstances. Oral modifications will be confirmed in writing by issuance of a SF 30 within two (2) working days from the time the oral direction is issued.

(End of clause)

Section H - Special Contract Requirements

SECTION H

H1 PLANT ACCESS

The Government Contracting Officer's Representative (COR) and other authorized Government personnel shall be allowed access to the contractor's plant in which work under this contract is being performed during normal working hours as long as the visiting government personnel has complied with the visit planning and coordination requirements of FAR 42.402.

H2 SAFETY

Whenever the contract requires performance on a DoD installation, the contractor will contact the installation safety office to receive safety instructions. The contractor must comply with the instructions provided by the safety office. This contact must be made before work on the installation begins. When working on an installation, the contractor will comply with all applicable portions of the Army Corp of Engineers Safety Manual EM-385-1-1

H3 PERFORMANCE AT GOVERNMENT INSTALLATION

The contractor shall be required to furnish to the security department, at least 10 days in advanced of commencement of the contract, the name(s) and place(s) of birth of the individual(s) who shall be performing the services.

H4 LIABILITY INSURANCE- COST TYPE CONTRACTS

The following types of insurance are required in accordance with the clause entitled "Insurance- Liability to Third Persons" (FAR 52.228-7 and FAR 52.228-10, incorporated by reference in Section I hereof) and shall be maintained in the minimum amount shown:

Workers' compensation and employer's liability:

Protection and Indemnity

\$2,000,000 Any One Accident or Occurrence, Combined Single Limit.

Comprehensive General Liability:

General Aggregate \$2,000,000

Automotive Liability:

Combined Single Limit: \$1,000,000

Medical Payments: \$5,000

Personal Injury Protection: \$250,000

Uninsured Motorist: \$1,000,000

Commercial Marine Liability/Ship repairer's Legal Liability/Charterer's Liability:

\$2,000,000 Any One Accident or Occurrence, Combined Single Limit

\$2,000,000 General Aggregate, Combined Single Limit

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 Personal Injury and Advertising Injury Aggregate

\$50,000 Fire Legal Liability

\$5,000 Premises Medical Payments

Contractor's Equipment:

Shipment of units, values at no more than \$1,000,000.

Maritime Employers Liability:

\$1,000,000 Any One Accident or Occurrence

H5 HOLIDAYS

(a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government.

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4th
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the contractor is prevented from performance as the resulting of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

H6 SECURITY WARNING

The contract, or the performance thereof, may involve access to information affecting the national defense of the United States within the meaning of the Espionage Laws, Title 18, U.S.C. Section 793 and 794. The transmission or the revelation of the classified contents, or of the classified matter to which access may be had, in any manner to an unauthorized person is prohibited by law. The contractor's attention is directed to the clause entitled "Security Requirements", (FAR 52.204-2), incorporated by reference in Section I).

H7 PERSONNEL SECURITY CLEARANCE

a. The personnel listed below shall possess a current, security clearance at the level specified in the DD254. Prior to replacing any of key personnel, the contractor shall obtain written consent of the contracting officer. In order to obtain this consent, the contractor must provide advanced notice of the proposed changes and must demonstrate that the qualifications of the proposed substitute personnel are generally equivalent to or better than the qualifications of the personnel being replaced.

b. Personnel Listed:

- | | | |
|-------------------|--------------------------|---|
| 1. Master | 4. Assistant Engineer | 7. Able Body Seaman or Ordinary Seaman |
| 2. Master/Mate | 5. Lead Able Body Seaman | 8. Assistant Engineering or Seaman of any level |
| 3. Chief Engineer | 6. Cook | |

H8 WAGE DETERMINATION, MINIMUM WAGES RATES FOR INDIVIDUAL TASK ORDERS

Notwithstanding any other provision of this contract, minimum wage payment shall be as specified by P.L. 93-259 or the Service Contract Wage Determination, whichever is greater, for the following labor categories:

Able Bodied Seaman
Ordinary Seaman
Cook

The minimum wages to be paid for work performed under the Individual Task Order will be as required for that locale.

H9 GOVERNMENT FURNISHED/CONTRACTOR ACQUIRED PROPERTY

In accordance with FAR 52.245-2, the Government may furnish to the contractor or direct the contractor to purchase for use in connection with this contract, various properties to be identified on the individual contract task orders. Each contract task order, as applicable, will identify the property, quantity, original or estimated acquisition value, and place of delivery.

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data	AUG 2011
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-12	Subcontractor Certified Cost or Pricing Data	OCT 2010
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-20	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data	OCT 2010
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-22	Limitations on Pass-Through Charges--Identification of Subcontract Effort	OCT 2009
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.216-8	Fixed Fee	JUN 2011
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9	Small Business Subcontracting Plan	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards- Overtime Compensation	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	FEB 1999

52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-41	Service Contract Labor Standards	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.228-10	Vehicular and General Public Liability Insurance	APR 1984
52.230-2	Cost Accounting Standards	MAY 2014
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	MAY 2014
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation Of Cost	APR 1984
52.232-22	Limitation Of Funds	APR 1984
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-1	Disputes	MAY 2014
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2014
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995
52.244-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	OCT 2014
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.247-34	F.O.B. Destination	NOV 1991
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7000	Disclosure Of Information	AUG 2013

252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)	OCT 2014
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7006	Prohibition On Storage, Treatment, and Disposal of Toxic or Hazardous Materials	SEP 2014
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2010
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7021	Trade Agreements--Basic (Nov 2014)	NOV 2014
252.225-7041	Correspondence in English	JUN 1997
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7000	Non-estoppel	OCT 1966
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.236-7000	Modification Proposals--Price Breakdown	DEC 1991
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.203-14 DISPLAY OF HOTLINE POSTER(S) (DEC 2007)

(a) Definition.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c)--

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites--

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

<http://www.dodig.mil/hotline/posters.cfm>

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract--

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

52.216-7 ALLOWABLE COST AND PAYMENT (JUN 2013)

(a) Invoicing.

(1) The Government will make payments to the Contractor when requested as work progresses, but (except for small business concerns) not more often than once every 2 weeks, in amounts determined to be allowable by the Contracting Officer in accordance with Federal Acquisition Regulation (FAR) subpart 31.2 in effect on the date of this contract and the terms of this contract. The Contractor may submit to an authorized representative of the Contracting Officer, in such form and reasonable detail as the representative may require, an invoice or voucher supported by a statement of the claimed allowable cost for performing this contract.

(2) Contract financing payments are not subject to the interest penalty provisions of the Prompt Payment Act. Interim payments made prior to the final payment under the contract are contract financing payments, except interim payments if this contract contains Alternate I to the clause at 52.232-25.

(3) The designated payment office will make interim payments for contract financing on the 30th day after the designated billing office receives a proper payment request.

In the event that the Government requires an audit or other review of a specific payment request to ensure compliance with the terms and conditions of the contract, the designated payment office is not compelled to make payment by the specified due date.

(b) Reimbursing costs. (1) For the purpose of reimbursing allowable costs (except as provided in subparagraph (b)(2) of the clause, with respect to pension, deferred profit sharing, and employee stock ownership plan contributions), the term "costs" includes only--

(i) Those recorded costs that, at the time of the request for reimbursement, the Contractor has paid by cash, check, or other form of actual payment for items or services purchased directly for the contract;

(ii) When the Contractor is not delinquent in paying costs of contract performance in the ordinary course of business, costs incurred, but not necessarily paid, for--

(A) Supplies and services purchased directly for the contract and associated financing payments to subcontractors, provided payments determined due will be made--

(1) In accordance with the terms and conditions of a subcontract or invoice; and

(2) Ordinarily within 30 days of the submission of the Contractor's payment request to the Government;

(B) Materials issued from the Contractor's inventory and placed in the production process for use on the contract;

(C) Direct labor;

(D) Direct travel;

(E) Other direct in-house costs; and

(F) Properly allocable and allowable indirect costs, as shown in the records maintained by the Contractor for purposes of obtaining reimbursement under Government contracts; and

(iii) The amount of financing payments that have been paid by cash, check, or other forms of payment to subcontractors.

(2) Accrued costs of Contractor contributions under employee pension plans shall be excluded until actually paid unless--

(i) The Contractor's practice is to make contributions to the retirement fund quarterly or more frequently; and

(ii) The contribution does not remain unpaid 30 days after the end of the applicable quarter or shorter payment period (any contribution remaining unpaid shall be excluded from the Contractor's indirect costs for payment purposes).

(3) Notwithstanding the audit and adjustment of invoices or vouchers under paragraph (g) of this clause, allowable indirect costs under this contract shall be obtained by applying indirect cost rates established in accordance with paragraph (d) of this clause.

(4) Any statements in specifications or other documents incorporated in this contract by reference designating performance of services or furnishing of materials at the Contractor's expense or at no cost to the Government shall be disregarded for purposes of cost-reimbursement under this clause.

(c) Small business concerns. A small business concern may receive more frequent payments than every 2 weeks.

(d) Final indirect cost rates. (1) Final annual indirect cost rates and the appropriate bases shall be established in accordance with Subpart 42.7 of the Federal Acquisition Regulation (FAR) in effect for the period covered by the indirect cost rate proposal.

(2)(i) The Contractor shall submit an adequate final indirect cost rate proposal to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years. Reasonable extensions, for exceptional circumstances only, may be requested in writing by the Contractor and granted in writing by the Contracting Officer. The Contractor shall support its proposal with adequate supporting data.

(ii) The proposed rates shall be based on the Contractor's actual cost experience for that period. The appropriate Government representative and the Contractor shall establish the final indirect cost rates as promptly as practical after receipt of the Contractor's proposal.

(iii) An adequate indirect cost rate proposal shall include the following data unless otherwise specified by the cognizant Federal agency official:

(A) Summary of all claimed indirect expense rates, including pool, base, and calculated indirect rate.

(B) General and Administrative expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts).

(C) Overhead expenses (final indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) for each final indirect cost pool.

(D) Occupancy expenses (intermediate indirect cost pool). Schedule of claimed expenses by element of cost as identified in accounting records (Chart of Accounts) and expense reallocation to final indirect cost pools.

(E) Claimed allocation bases, by element of cost, used to distribute indirect costs.

(F) Facilities capital cost of money factors computation.

(G) Reconciliation of books of account (i.e., General Ledger) and claimed direct costs by major cost element.

(H) Schedule of direct costs by contract and subcontract and indirect expense applied at claimed rates, as well as a subsidiary schedule of Government participation percentages in each of the allocation base amounts.

(I) Schedule of cumulative direct and indirect costs claimed and billed by contract and subcontract.

(J) Subcontract information. Listing of subcontracts awarded to companies for which the contractor is the prime or upper-tier contractor (include prime and subcontract numbers; subcontract value and award type; amount claimed during the fiscal year; and the subcontractor name, address, and point of contact information).

(K) Summary of each time-and-materials and labor-hour contract information, including labor categories, labor rates, hours, and amounts; direct materials; other direct costs; and, indirect expense applied at claimed rates.

(L) Reconciliation of total payroll per IRS form 941 to total labor costs distribution.

(M) Listing of decisions/agreements/approvals and description of accounting/organizational changes.

(N) Certificate of final indirect costs (see 52.242-4, Certification of Final Indirect Costs).

(O) Contract closing information for contracts physically completed in this fiscal year (include contract number, period of performance, contract ceiling amounts, contract fee computations, level of effort, and indicate if the contract is ready to close).

(iv) The following supplemental information is not required to determine if a proposal is adequate, but may be required during the audit process:

(A) Comparative analysis of indirect expense pools detailed by account to prior fiscal year and budgetary data.

(B) General organizational information and limitation on allowability of compensation for certain contractor personnel. See 31.205-6(p). Additional salary reference information is available at http://www.whitehouse.gov/omb/procurement_index_exec_comp/.

(C) Identification of prime contracts under which the contractor performs as a subcontractor.

(D) Description of accounting system (excludes contractors required to submit a CAS Disclosure Statement or contractors where the description of the accounting system has not changed from the previous year's submission).

(E) Procedures for identifying and excluding unallowable costs from the costs claimed and billed (excludes contractors where the procedures have not changed from the previous year's submission).

(F) Certified financial statements and other financial data (e.g., trial balance, compilation, review, etc.).

(G) Management letter from outside CPAs concerning any internal control weaknesses.

(H) Actions that have been and/or will be implemented to correct the weaknesses described in the management letter from subparagraph G) of this section.

(I) List of all internal audit reports issued since the last disclosure of internal audit reports to the Government.

(J) Annual internal audit plan of scheduled audits to be performed in the fiscal year when the final indirect cost rate submission is made.

(K) Federal and State income tax returns.

(L) Securities and Exchange Commission 10-K annual report.

(M) Minutes from board of directors meetings.

(N) Listing of delay claims and termination claims submitted which contain costs relating to the subject fiscal year.

(O) Contract briefings, which generally include a synopsis of all pertinent contract provisions, such as: Contract type, contract amount, product or service(s) to be provided, contract performance period, rate ceilings, advance approval requirements, pre-contract cost allowability limitations, and billing limitations.

(v) The Contractor shall update the billings on all contracts to reflect the final settled rates and update the schedule of cumulative direct and indirect costs claimed and billed, as required in paragraph (d)(2)(iii)(I) of this section, within 60 days after settlement of final indirect cost rates.

(3) The Contractor and the appropriate Government representative shall execute a written understanding setting forth the final indirect cost rates. The understanding shall specify (i) the agreed-upon final annual indirect cost rates, (ii) the bases to which the rates apply, (iii) the periods for which the rates apply, (iv) any specific indirect cost items treated as direct costs in the settlement, and (v) the affected contract and/or subcontract, identifying any with

advance agreements or special terms and the applicable rates. The understanding shall not change any monetary ceiling, contract obligation, or specific cost allowance or disallowance provided for in this contract. The understanding is incorporated into this contract upon execution.

(4) Failure by the parties to agree on a final annual indirect cost rate shall be a dispute within the meaning of the Disputes clause.

(5) Within 120 days (or longer period if approved in writing by the Contracting Officer) after settlement of the final annual indirect cost rates for all years of a physically complete contract, the Contractor shall submit a completion invoice or voucher to reflect the settled amounts and rates. The completion invoice or voucher shall include settled subcontract amounts and rates. The prime contractor is responsible for settling subcontractor amounts and rates included in the completion invoice or voucher and providing status of subcontractor audits to the contracting officer upon request.

(6)(i) If the Contractor fails to submit a completion invoice or voucher within the time specified in paragraph (d)(5) of this clause, the Contracting Officer may--

(A) Determine the amounts due to the Contractor under the contract; and

(B) Record this determination in a unilateral modification to the contract.

(ii) This determination constitutes the final decision of the Contracting Officer in accordance with the Disputes clause.

(e) Billing rates. Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the Contracting Officer or by an authorized representative (the cognizant auditor), subject to adjustment when the final rates are established. These billing rates--

(1) Shall be the anticipated final rates; and

(2) May be prospectively or retroactively revised by mutual agreement, at either party's request, to prevent substantial overpayment or underpayment.

(f) Quick-closeout procedures. Quick-closeout procedures are applicable when the conditions in FAR 42.708(a) are satisfied.

(g) Audit. At any time or times before final payment, the Contracting Officer may have the Contractor's invoices or vouchers and statements of cost audited. Any payment may be (1) Reduced by amounts found by the Contracting Officer not to constitute allowable costs or (2) Adjusted for prior overpayments or underpayments.

(h) Final payment. (1) Upon approval of a completion invoice or voucher submitted by the Contractor in accordance with paragraph (d)(5) of this clause, and upon the Contractor's compliance with all terms of this contract, the Government shall promptly pay any balance of allowable costs and that part of the fee (if any) not previously paid.

(2) The Contractor shall pay to the Government any refunds, rebates, credits, or other amounts (including interest, if any) accruing to or received by the Contractor or any assignee under this contract, to the extent that those amounts are properly allocable to costs for which the Contractor has been reimbursed by the Government. Reasonable expenses incurred by the Contractor for securing refunds, rebates, credits, or other amounts shall be allowable costs if approved by the Contracting Officer. Before final payment under this contract, the Contractor and each assignee whose assignment is in effect at the time of final payment shall execute and deliver--

(i) An assignment to the Government, in form and substance satisfactory to the Contracting Officer, of refunds, rebates, credits, or other amounts (including interest, if any) properly allocable to costs for which the Contractor has been reimbursed by the Government under this contract; and

(ii) A release discharging the Government, its officers, agents, and employees from all liabilities, obligations, and claims arising out of or under this contract, except--

(A) Specified claims stated in exact amounts, or in estimated amounts when the exact amounts are not known;

(B) Claims (including reasonable incidental expenses) based upon liabilities of the Contractor to third parties arising out of the performance of this contract; provided, that the claims are not known to the Contractor on the date of the execution of the release, and that the Contractor gives notice of the claims in writing to the Contracting Officer within 6 years following the release date or notice of final payment date, whichever is earlier; and

(C) Claims for reimbursement of costs, including reasonable incidental expenses, incurred by the Contractor under the patent clauses of this contract, excluding, however, any expenses arising from the Contractor's indemnification of the Government against patent liability.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **date of award of the basic contract through a period of no later than five years after date of award (assuming ordering options are exercised)**.

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

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$10,000**, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **\$10,000,000**

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

(3) A series of orders from the same ordering office within **14** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal

Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 365 days past the end of the ordering period.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days prior to expiration.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days prior to

contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

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

(End of clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed zero or the overtime premium is paid for work --

(1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;

(2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;

(3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or

(4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall--

(1) Identify the work unit; e.g., department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;

(2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;

(3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and

(4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

* Insert either "zero" or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

52.243-2 CHANGES--COST-REIMBURSEMENT (AUG 1987) - ALTERNATE II (APR 1984)

(a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:

(1) Description of services to be performed.

(2) Time of performance (i.e., hours of the day, days of the week, etc.).

(3) Place of performance of the services.

(4) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.

(5) Method of shipment or packing of supplies.

(6) Place of delivery.

(b) If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects any other terms and conditions of this contract, the Contracting Officer shall make an equitable adjustment in the (1) estimated cost, delivery or completion schedule, or both; (2) amount of any fixed fee; and (3) other affected terms and shall modify the contract accordingly.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(e) Notwithstanding the terms and conditions of paragraphs (a) and (b) above, the estimated cost of this contract and, if this contract is incrementally funded, the funds allotted for the performance of this contract, shall not be increased or considered to be increased except by specific written modification of the contract indicating the new contract estimated cost and, if this contract is incrementally funded, the new amount allotted to the contract. Until this modification is made, the Contractor shall not be obligated to continue performance or incur costs beyond the point established in the Limitation of Cost or Limitation of Funds clause of this contract.

(End of clause)

52.243-7 NOTIFICATION OF CHANGES (APR 1984)

(a) Definitions.

"Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically authorized representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing,

within 3 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
 - (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
 - (3) The identification of any documents and the substance of any oral communication involved in such conduct;
 - (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
 - (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
 - (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.
- (c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.
- (d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--
- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
 - (2) Countermand any communication regarded as a change;
 - (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
 - (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made--

(i) In the contract price or delivery schedule or both; and

(ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

52.244-2 SUBCONTRACTS (OCT 2010)

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

Approved purchasing system means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

Consent to subcontract means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

Subcontract means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that—

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD at Task Order Award, if applicable

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate certified cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting—

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason certified cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's certified cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's certified cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (c), (d), or (e) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination—

- (1) Of the acceptability of any subcontract terms or conditions;
- (2) Of the allowability of any cost under this contract; or
- (3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

N/A

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from the date of award through the expiration date of the last exercised option.

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

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

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

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

(End of Clause)

5252.242-9305 PRE-PERFORMANCE CONFERENCE (JUL 1995)

Within 30 days of contract award, prior to commencement of the work, the Contractor will meet in conference with representatives of the Contracting Officer, at a time to be determined by the Contracting Officer, to discuss and develop mutual understanding relative to scheduling and administering work.

(End of clause)

SOLICITATION ATTACHMENTS

List of Solicitation Attachments

- Attachment J-1 – Schedule of Cost Pricing Attachment
- Attachment J-2 – Current YTD and Historical Cost Rates
- Attachment J-3 – DCAA Preaward Survey of Prospective Contractors
- Attachment J-4 – NAVFAC Past Performance Questionnaire
- Attachment J-5 – Seed Task Statement of Work
- Attachment J-6 – Seed Task CDRLs

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2007
52.204-6	Data Universal Numbering System Number	JUL 2013
52.204-7	System for Award Management	JUL 2013
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	DEC 2014
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992
252.247-7022	Representation Of Extent Of Transportation Of Supplies By Sea	AUG 1992

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

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

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

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

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

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

() Paragraph (d) applies.

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

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

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

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

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

- (C) The solicitation is for utility services for which rates are set by law or regulation.
- (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
- (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.
- (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—
- (A) Are not set aside for small business concerns;
 - (B) Exceed the simplified acquisition threshold; and
 - (C) Are for contracts that will be performed in the United States or its outlying areas.
- (v) 52.209-2; Prohibition on Contracting with Inverted Domestic Corporations--Representation.
- (vi) 52.209-5; Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.
- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA- designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

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

- (i) 52.204-17, Ownership or Control of Offeror.
- (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- (iv) 52.222-52 Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).
- (vi) 52.227-6, Royalty Information.

- (A) Basic.
- (B) Alternate I.

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

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

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

(End of provision)

252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010)

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

(1) "Effectively owned or controlled" means that a foreign government or any entity controlled by a foreign government has the power, either directly or indirectly, whether exercised or exercisable, to control the election, appointment, or tenure of the Offeror's officers or a majority of the Offeror's board of directors by any means, e.g., ownership, contract, or operation of law (or equivalent power for unincorporated organizations).

(2) "Entity controlled by a foreign government"—

(i) Means—

(A) Any domestic or foreign organization or corporation that is effectively owned or controlled by a foreign government; or

(B) Any individual acting on behalf of a foreign government.

(ii) Does not include an organization or corporation that is owned, but is not controlled, either directly or indirectly, by a foreign government if the ownership of that organization or corporation by that foreign government was effective before October 23, 1992.

(3) "Foreign government" includes the state and the government of any country (other than the United States and its outlying areas) as well as any political subdivision, agency, or instrumentality thereof.

(4) "Proscribed information" means—

(i) Top Secret information;

(ii) Communications security (COMSEC) material, excluding controlled cryptographic items when unkeyed or utilized with unclassified keys;

(iii) Restricted Data as defined in the U.S. Atomic Energy Act of 1954, as amended;

(iv) Special Access Program (SAP) information; or

(v) Sensitive Compartmented Information (SCI).

(b) *Prohibition on award.* No contract under a national security program may be awarded to an entity controlled by a foreign government if that entity requires access to proscribed information to perform the contract, unless the Secretary of Defense or a designee has waived application of 10 U.S.C. 2536(a).

(c) *Disclosure.* The Offeror shall disclose any interest a foreign government has in the Offeror when that interest constitutes control by a foreign government as defined in this provision. If the Offeror is a subsidiary, it shall also disclose any reportable interest a foreign government has in any entity that owns or controls the subsidiary, including reportable interest concerning the Offeror's immediate parent, intermediate parents, and the ultimate parent. Use separate paper as needed, and provide the information in the following format:

Offeror's Point of Contact for Questions about Disclosure
(Name and Phone Number with Country Code, City Code
and Area Code, as applicable)

Name and Address of Offeror

Name and Address of Entity Controlled by a Foreign Government	Description of Interest, Ownership Percentage, and Identification of Foreign Government
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(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

SECTION L

ADDITIONAL INSTRUCTIONS TO OFFERORS

L.1 INQUIRIES BY PROSPECTIVE OFFERORS

The common cut-off date for receipt of all written solicitation questions is 1500 local time on 20 March 2015. Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation to the Contract Specialist, Eric Ford via email: eric.l.ford2@navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Comments and questions must reference SOLICITATION N39430-15-R-1602. Acknowledgement of receipt of questions will not be made.

L.2 ORGANIZATION OF OFFER

Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The technical proposal must address the evaluation factors in Section M and include all required documentation. The information shall be organized as follows:

(a) Cover Letter. A letter containing the following:

Name and address of offeror;

The name of the person or persons authorized to represent the offeror in contractual matters, including final negotiations; and

The address and telephone number for the authorized representative of the offeror.

(b) Standard Form 33, Solicitation, Offer, and Award and all its Amendments in Standard Form 30.

(c) Technical Proposal, Volume I

(d) Cost Proposal, Volume II

L.3 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Offerors shall submit proposals in response to this solicitation in paper (hard copy) and CD (electronic) format:

(1) **HARD COPY AND ELECTRONIC INSTRUCTIONS:** The proposals shall be submitted to the address cited below. The package(s) shall be marked with the name of the offeror, the solicitation number, and the date and time specified for receipt of proposals. No other markings shall be used on the package(s). Proposals not received at the address below on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of FAR 52.215-1 INSTRUCTIONS TO OFFERORS- COMPETITIVE ACQUISITION. Submit your technical and cost proposal in the following format: Submit One (1) original Technical proposal and Three (3) copies separately bound and organized by evaluation factor in paper (hard copy) format, as well as on Four (4) CD electronic copies in PDF format. Also, submit One (1) original signed Cost proposal and Three (3) copies separately bound and organized in paper (hard copy) format, as well as on Four (4) CD electronic copies in PDF format. Submit all of the requested paper (hard copies) and electronic CDs to the following address, no later than 24 March, 2015, 1500 local time:

NAVFAC EXWC Acquisitions Department
Code ACQ71
Naval Base Ventura County

Attn: Eric Ford, Barriers N39430-15-R-1602
 1100 23rd Avenue Bldg. 1100 Room B107
 Port Hueneme, CA 93043-4301

(2) **HAND CARRY DELIVERY INSTRUCTIONS:** If a contractor chooses to hand carry their offers but has no base access to the Naval Base Ventura County, Port Hueneme CA delivering their offers, instructions are as follows:

(a) A government employee representative from NAVFAC EXWC ACQ will be standing by inside the Pass and ID Office, Building Number: 1183, at Sunkist Gate, Naval Base Ventura County, Port Hueneme, CA on the morning of 24 March 2015 from 10 a.m. to 10:30 a.m. local time to receive offers to this solicitation.

(b) Any offerors who wish to hand deliver a proposal before the date, place, and time specified above must contact Eric Ford, Contract Specialist by via email. Please email the following information to eric.l.ford2@navy.mil one day before the offer deadline date.

Date of Delivery	Visitor Last Name	Visitor First Name & Middle Initial	Citizenship	Representing Company

(c) Offerors are advised to be aware of FAR 15.208 and take proper steps to ensure timely receipt of their proposals at NAVFAC EXWC Acquisitions Department (Code ACQ71), Naval Base Ventura County, Port Hueneme.

L.4 CONTENT OF PROPOSAL

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

VOLUME	FACTOR	PAGE LIMITATION	TITLE
I	1	15	Technical Approach
I	2	15	Management Approach*
I	3	10	Seed Task
I	4	5	Safety
I	5	5 per contract submittal	Past Performance
II	6	Unlimited	Cost

*Resumes do not count towards the page limit.

(1) Each volume of the proposal shall be separately bound in a three-ring loose-leaf binder that permits the volume to lie flat when open. Staples shall not be used. A cover sheet shall be bound in each book, clearly marked as to volume number, title, copy number, solicitation identification and the offeror's name. The same identifying data shall be placed on the spine of each binder.

(2) Each volume shall contain a detailed table of contents to outline the subparagraphs within that volume. Tab indexing shall be used to identify sections.

(3) Each volume shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations.

(4) Submission of the proposal shall be typewritten, and shall be presented on Standard 8.5 x 11 inch paper, one-inch margins, single-spacing using 12-point Times New Roman font print. Each section shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the RFP number. Pages submitted which exceed the limits in the chart above will not be considered in the evaluation. The Cover Letter, blank pages, table of contents, glossaries, and indexes are not considered a "page" for page limit purposes. The font size requirement for tables and graphics may be either Times New Roman or Calibri however are no less than font size 12. Offerors may only submit 11x17 page foldouts in lieu of 8.5 x11pages to accommodate graphics and tables.

(5) Volume I – Technical Proposal; and one cover letter (Original proposal and 3 copies separately bound and organized by evaluation factor). The Technical Volume shall consist of the following sections: Factor 1 – Management Approach and Capability; Factor 2 – Technical Approach – Seed Task; Factor 3 – Safety; and Factor 4 – Past Performance. Offerors must include an additional section that addresses the requirements in Section K; statement that representation and certifications are current in SAM. Finally, offerors must provide identification of any Organizational Conflict of Interest.

(6) Volume II – Cost Proposal (one copy of the signed Original proposal and 3 copies separately bound and organized). The cost proposal includes a completed copy of attachment J-1 of the solicitation as well as the other attachments and requirements stated in Factor 6 – Cost.

Note: The proposal will include: signed Standard Form 33, Solicitation, Offer, and Award and signed Standard Form 30, Amendments/Modifications; all Attachments.

(7) Four (4) electronic copies of the Technical proposal on CD in (PDF) format and Four (4) electronic copies of the Cost proposal on CD in (PDF) format.

(8) Modifications, amendments, or withdrawal of proposals and other written non-electronic communications should also be made to the above address.

L.5 FORMAT OF THE TECHNICAL PROPOSAL

The following information shall be included in the technical proposal: A cover letter shall accompany the proposal to include the solicitation number, name, address, DUNS and Cage Code, telephone number and facsimile number of the offeror. This page will not be included in the page count.

Factor 1 – Technical Approach
 Factor 2 – Management Approach
 Factor 3 – Seed Task
 Factor 4 – Safety
 Factor 5 – Past Performance
 Factor 6 – Cost

L.6 SUBMITTAL REQUIREMENTS FOR EACH FACTOR

Factor 1 Technical Approach

Offerors shall submit the following in response to Factor 1 – Technical Approach:

Technical Plan. The offerors shall submit a technical plan that provides information on how all required services in the Statement of Work (SOW) will be completed. Details shall provide all crewing and engineering services necessary for NFESC to support its offshore missions from the M/V Independence. The plan shall also detail the offeror's approach towards how they safety and efficiently manage mobilizations and demobilizations. In addition, the offeror shall describe how they remove systems and equipment upon completion of a mission.

Quality Control. The offerors shall provide a copy of the company's Quality Control policies and procedure with respect to the Quality Assurance. If unavailable, the offerors shall provide a Quality Control Plan describing the control procedures currently in place.

Factor 2 Management Approach

The offeror shall submit a management plan that addresses the following:

Management Experience - The Offeror shall describe in detail previous experience in conjunction with subcontractors, teaming/partnering entities and joint venture consultants in managing contractor(s) of similar size, complexity and scope. The Offeror shall also describe their experience and ability to land, schedule, contract, and manage dry docking of vessel(s) between 300 and 1600 gross tons. Offerors shall include the name of the vessel dry-docked, name of the shipyard where the dry-docking occurred, length of dry-dock, and reason for dry-docking. The offeror must also indicate whether currently active possess a Top Secret facility clearance and, if not, how they plan on obtaining this clearance within a reasonable time frame. Security clearances must comply with the National Industrial Security Program Operating manual and solicitation DD254.

Management Technique – The Offeror shall submit its planned management approach in order to implement this contract. The approach shall provide a detailed description of all defined roles and responsibilities of management and key personnel assigned to functional areas identifies in the SOW. The Offeror shall also describe their start up plan to include transition from the existing contracts; to mitigate scheduling conflicts and to avoid any disruption of services.

In addition, the Offeror shall submit resumes for all proposed key personnel (Section H7 of lists all Key Personnel). Each resume shall cite specific educational achievements as well as the amount of work experience in the area of expertise. Include with each resume a copy of the United States Coast Guard license certification with any additional written endorsements for the proposed key personnel. Resumes must also indicate whether each key personnel hold a current Top Secret clearance (which shall comply with a satisfactory Single Scope Background Investigation (SSBI) IAW DCID 6/4.). If not, the management plan must address how the offeror will obtain such a clearance for those key personnel within a reasonable timeframe.

Resumes should also include relevant past experience in operating and maintaining an ocean vessel comparable to the M/V Independence. If employed by the offeror, (offeror team member or proposed subcontractor), indicate how much related experience. If a new hire is proposed, a letter of commitment is required to accept this position.

Factor 3 Seed Task

The offeror shall demonstrate their technical approach for accomplishing the requirements of the Seed Task SOW (Attachment 5). Offerors must provide the following for this factor:

- ... A detailed technical approach for accomplishing the Seed Task Order
- ... A scheduling and requirement plan for the Seed Task Order

Factor 4 Safety

The Offeror shall submit the following information: (For a partnership or joint venture, the following submittal requirements are required for each contractor who is part of the partnership or joint venture; however, only one safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.)

(1) Experience Modification Rate (EMR): For the *three* previous complete calendar years submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating

circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: For the *three* previous complete calendar years, submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach for Safety: Describe the plan that the Offeror will implement to evaluate safety performance of potential subcontractors, as a part of the selection process for all levels of subcontractors. Also, describe any innovative methods that the Offeror will employ to ensure and monitor safe work practices at all subcontractor levels. The Safety Narrative shall be limited to two pages.

(a) Factor 5 Past Performance

Solicitation Submittal Requirements

Offerors may submit materials on up to five contracts that demonstrate the offeror's ability to successfully deliver products and services that are similar to the work described in the performance work statement. If proposing a Joint Venture (JV), contracts from any offeror that is part of the JV may satisfy this submittal requirement. Offerors may submit contracts from key subcontractors for this factor, provided that offeror submits a binding instrument stating that the subcontractor will be utilized on the contract should an award be made to the offeror. Offerors may not submit contracts in which they were a subcontractor unless the offeror can clearly delineate the tasks and quality of work performed by the offeror for said contract. For each contract, there are two submittal requirements: (1) past performance evaluation forms; and (2) a narrative statement.

Past Performance Evaluation Forms.

For each contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ). If a completed CPARS evaluation is available on the CPARS website for the contract, the offeror must submit the CPARS evaluation for the contract. If there is not a completed CPARS evaluation for the contract, a PPQ must be submitted. A PPQ form is included as an attachment to the solicitation. Offerors must submit the PPQ form to the client for completion. Offerors should take care to ensure correct phone numbers and email addresses are provided for the client point of contact on the PPQs. Offerors should follow-up with clients/references to ensure timely submittal of the questionnaires. If the offeror is unable to obtain a completed PPQ from a client for a contract before proposal closing date, the offeror should complete and submit with the proposal the first page of the PPQ which will provide contract and client information.. If the client requests, questionnaires may be submitted directly to the Government's point of contact, Eric Ford via email at eric.l.ford2@navy.mil prior to proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available.

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

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

Narrative Statement

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

(b) Factor 6 Cost

Solicitation Submittal Requirements

(1) General Requirements

(a) The Contracting Officer has determined that certified cost or pricing data is not required for this solicitation based on the exception at FAR 15.403-1(b)(1), 'adequate price competition.' If after receipt of the proposals, the Contracting Officer determines that there is insufficient information available to determine price reasonableness, the Contracting Officer may require additional data other than cost or pricing data in accordance with FAR 15.403-1(b) and 15.403.3(a) or certified cost or pricing data in accordance with FAR 15.403-4.b.

(b) The cost proposal shall be submitted in a separate volume from the technical proposal. No technical information shall be submitted as part of the cost proposal.

(c) The offeror's cost proposal volume should be organized as follows:

(i) Cover letter.

(ii) A completed Schedule of Total Estimated Cost, Attachment J-1 of the solicitation.

(iii) A narrative describing the offeror's basis of estimate for the following cost elements proposed:

- ... Labor hourly rates
- ... Annual escalation, if any
- ... Indirect expenses rates
- ... Facilities Capital Cost of Money, if any.

(iv) The company operating financial budget for the current fiscal year and the company forecasted operating budget for next fiscal year.

(v) A completed Schedule of the Current Year-to-Date (YTD) Accounting Recorded and 3-Year Historical Indirect Expense Pools, Allocation Bases, and Rates. Reference Attachment J-2 of the solicitation.

(vi) The company financial statement for the most recent completed 12-month financial accounting year.

(vii) A completed Preaward Survey of Prospective Contractor Accounting System Checklist. Reference Attachment J-3 of the solicitation.

(2) Content of the Cost Proposal (Volume II)

(a) Schedules of Total Estimated Cost

Offerors shall submit with their cost proposal a completed Schedule of Total Estimated Cost, Attachment J-1. The offeror shall supply the most currently available forecasted annual rates for direct labor, overhead expense, general and administrative expense, and any other factors used in developing the cost proposal. The offeror shall use the Government estimated annual amounts delineated below for labor category hours, and other direct cost (ODC) in developing the cost proposal.

The Base Period, Option Period 1, and Option Period 2 have a 12-month period of performance and Option Period 3 has a 6-month period of performance. The actual effective date shall be established at contract award.

Attachment J-1 consists of four separate schedules to be completed and submitted by the offeror – one schedule for the base period, one schedule for each of the two options, and a summary schedule which combines pricing included in the base and option schedules.

Offerors may use their own format for the Schedule of Total Estimated Cost, if (i) use of the Government’s preferred format will cause an unreasonable burden on resources and (ii) the Offeror’s format provides in substance the same level of detail and information reflected on the Government’s pricing format.

(b) Basis of Estimate Narrative for Rates and Factors

The offeror shall submit a narrative describing its basis of estimate for each of the direct and indirect rates and factors proposed. The requirements are:

(i) Direct Labor Costs

Hourly Rates - Provide written narrative describing the basis of estimate for all proposed direct labor rates (unburdened). Offeror may propose individual wages or category average rates for key and non-key labor category. Despite the estimating method employed, offeror’s supporting narrative and justification shall provide the current actual hourly wage rate for each key and non-key labor category proposed. Identify the date as of which the actual wage rate is current. If proposed direct labor rates vary from actual wages of key and non-key personnel, explain the basis for those rates. If the offeror proposes/invoices category average rates, the offeror must provide the detail of employees and wage rates within each labor category and the average rate computational methodology. Any proposed “new hires” should be identified and provide justification for the wage rate (e.g., letter of intent to hire, company compensation policy). The proposed direct labor rates should trace to supporting justification. Some labor categories may be subject to the Service Contract Act. For pricing purposes, utilize WD 05-2071 for determining minimum wage requirements for applicable labor categories. The offeror should submit any information reasonably required to explain the estimating process, including the judgmental factors applied and the mathematical or other methods used in the hourly rate estimate.

Annual Labor Hours by Labor Category - The offeror shall use the Government estimated annual labor hours delineated, below, to develop its proposal and prepare the Attachment J-1, Schedule of Estimated IDIQ Cost.

<u>Labor Category</u>	<u>Base Year Hours</u>	<u>Option 1 Hours</u>	<u>Option 2 Hours</u>	<u>Option 3 Hours</u>	<u>Option 4 Hours</u>
Technical Manager	100	100	100	100	100
Program Manager/Engineer	1,300	1,300	1,300	1,300	1,300
Engineer	1,300	1,300	1,300	1,300	1,300
Security Officer	1,560	1,560	1,560	1,560	1,560
Program Administrator	2,080	2,080	2,080	2,080	2,080
Master	4,380	4,380	4,380	4,380	4,380
Master/Chief Mate	4,380	4,380	4,380	4,380	4,380
Mate	2,920	2,920	2,920	2,920	2,920
Mate (OT)	1,460	1,460	1,460	1,460	1,460
Lead Able Body Seaman	2,920	2,920	2,920	2,920	2,920
Lead Able Body Seaman (OT)	1,460	1,460	1,460	1,460	1,460
Able Body Seaman	5,840	5,840	5,840	5,840	5,840
Able Body Seaman (OT)	2,920	2,920	2,920	2,920	2,920
Ordinary Seaman	2,920	2,920	2,920	2,920	2,920
Ordinary Seaman (OT)	1,460	1,460	1,460	1,460	1,460
Food Service Manager	2,920	2,920	2,920	2,920	2,920
Food Service Manager (OT)	1,460	1,460	1,460	1,460	1,460

Chief Engineer	4,380	4,380	4,380	4,380	4,380
Assistant Engineer	8,760	8,760	8,760	8,760	8,760
Total Level of Effort	54,520	54,520	54,520	54,520	54,520

(ii) Annual Escalation

Offeror must support any proposed escalation factor with convincing rationale, factual data (including actual direct labor rates for at least three years) and complete supporting data and rationale for out-year escalation projections. Supporting documentation may include management approved or human resources approved policy or memo relative to employee raise information. In the absence of convincing rationale, the Government will use the current Global Insight Inc. recommendation for Professional and Technical Workers in evaluating the offer.

Offeror not proposing labor increase/escalation must clearly state so. Offeror must provide rationale and or justification sufficient to convince the Government that the company will not provide employee raises/merit increases for the given year.

(iii) Indirect Expense Rates

Provide written narrative describing the basis of estimate for all proposed indirect expense rates. The offeror should submit any information reasonably required to explain the estimating process, including the judgmental factors applied and the mathematical or other methods used in the estimate.

If formal Forward Pricing Rate Agreement as defined in FAR 15.407-3 has been negotiated, provide a complete copy. Identify the company’s cognizant DCMA and DCAA office and provide current contact information for each. Provide copies of recent DCAA correspondence that approves proposed indirect rates.

Provide an overview of the company’s indirect cost rate structure used for estimating purposes. We suggest that the offeror’s proposal include a summary schedule similar to that below, which identifies the name of each cost burden center and related allocation base. Offer must describe each indirect cost pool. Describe or list the major cost components that make up the indirect cost pool. Offer must describe the allocation bases used in the computation of indirect cost rates. Describe or list the cost elements that comprise each allocation base.

Summary of Cost Burden Centers Name of the Burden Center	Allocation Base (i.e., the cost base to which the rate is applied)

(iv) For Facilities Capital Cost Of Money factor(s) proposed, provide the supporting CASB-CMF form, Facilities Capital Cost of Money Factors and Computation. The offeror should submit any information reasonably required to explain the average net book values and judgmental factors applied and the mathematical or other methods used in the estimate.

(v) **Other Direct Costs** - The Offeror shall use the Government estimated annual ODC amount as follows:

	Base Year	Option 1	Option 2	Option 3	Option 4
Direct Materials, Equipment, Supplies, and Other Direct Costs	\$2,841,449	\$2,911,693	\$3,662,763	\$3,009,125	\$3,059,307

(vi) Fixed Fee

The offeror shall propose a fixed fee amount to develop and prepare the Attachment J-1, Schedule of Estimated IDIQ Cost. Profit/Fixed fee will be negotiated on individual task orders based on project risk and complexity. However, the fixed fee ratio indicated in the offeror's proposal shall become binding as a not-to-exceed rate on subsequent task orders.

Seed Task Pricing

Offerors shall use the Seed Task Order Performance Work Statement, Attachment J-5 and completely fill out a separate pricing schedule for Attachment J-5 Seed Task. The schedule shall include the following:

- ... Estimated labor hours as well as unburdened labor rates for all applicable labor categories
- ... Indirect rates (Fringe, Overhead, G&A etc.) and associated costs
- ... Direct material, equipment rental, meals and related supplies, and any Other Direct Costs
 - o Other direct costs should include a short title to provide clarity as to what those costs entail.
- ... Proposed Fixed Fee
- ... Total Cost Plus Fixed Fee

All labor rates and indirect rates shall be consistent with those rates proposed on the IDIQ schedule.

The Seed Task Order anticipated performance start date is 01 May 2015. The actual performance start date will be determined upon contract award.

Provide a written narrative describing the basis of estimate for direct labor hours and/or a time-phased schedule by labor category.

Provide a written narrative describing the basis of estimate for direct material and/or a priced bill of material by: item nomenclature, part number (if applicable), unit quantity, unit price, extended price, and short description for the unit price determination. (For example: competitive quote, sole source, historical price, qualified buyer list, internet price, etc.).

Provide a written narrative describing the basis of estimate for owned or rental equipment costs and/or a schedule of equipment by: equipment nomenclature, unit quantity, unit price, extended price, and short description for the unit price determination.

Total Estimated Cost

Offerors must also submit a separate schedule that provides the total IDIQ price, the total seed task price, and sum total of both (Total Estimated Cost, Attachment J-1, page 1 of 6.).

- ... All elements of price shown on the Total Estimated Cost schedule must be consistent with the separate IDIQ schedules as well as the Seed Task Cost schedule.
- ... Offerors shall ensure that the Government estimated CPFF amounts for each CPFF CLIN are incorporated into the Total Estimated Price in their respective CLINs.

(c) Current and Forecasted Company Operating Financial Budget

Offeror shall submit with their cost proposal a copy of the company (i) operating financial budget for the current fiscal year and (ii) the forecasted operating budget for next fiscal year. Each budgetary report should include the company's name and the applicable accounting/operating year.

- ... The budgetary report should present annual amounts projected by general ledger account and/or account short description. The budgetary report should include the company's projections for sales/revenue, cost of sales (direct costs inputs), operating expenses (overhead), general and administrative expenses and marketing and sales expenses.
- ... If the budgetary report does not identify general ledger accounts, then Offeror must also provide a copy of its financial chart of accounts
- ... If a forecasted operating budget for next fiscal year is not prepared, then state so.

(d) Current Year-to-Date and 3-Year Historical Rate Data

Offeror shall submit with their cost proposal a completed Schedule of the Current Year-to-Date (YTD) Accounting Recorded and 3-Year Historical Indirect Expense Pools, Allocation Bases, and Rates, Attachment J-2 of the solicitation. Offeror must provide current YTD and a three-year history for each proposed indirect cost center. The Offeror should tailor the schedule (Template) as necessary to reflect the company's actual cost rate structure. The checklist is available in MS-Word format, contact Eric Ford, via email at eric.l.ford2@navy.mil Offerors may use their own format for the Schedule of the Current Year-to-Date (YTD) Accounting Recorded and 3-Year Historical Indirect Expense Pools, Allocation Bases, and Rates, if the Offeror's format provides in substance the same level of detail and information reflected on the Government's schedule format.

(i) Historical Data - The historical data must be based on the Offeror's Final Annual Indirect Cost Rates proposal submitted to the Defense Contract Audit Agency (DCAA). If the offeror submission is not yet due, is past due, or the Offeror was not required to submit an annual final indirect cost rates proposal, then the historical data must be based on company's actual amounts and rates as accounted for on the official accounting books and records, adjusted for amounts considered unreasonable or unallowable per FAR Part 31 Cost Principles. Offeror's should provide an explanation for any significant high or low rate within the three-year history. If three years of historical data is not available, the Offeror must provide the reason or explain why.

(ii) Current YTD – The current YTD data must be based on the offeror's actual amounts and rates as accounted for on the company's official accounting books and records, adjusted for amounts considered unreasonable or unallowable per FAR Part 31 Cost Principles.

(e) Company Financial Statement Report

Offeror shall submit with their cost proposal a company financial statement (F/S) for the most recent completed 12-month financial accounting year. Include the balance sheet, income statement, and related notes or management discussion and analysis, if any. Include the cash flow statement if prepared. The submission requirement in descending order of preference is:

- ... F/S compiled, reviewed, or audited by an independent external auditor.
- ... Company prepared F/S.
- ... Accounting system generated F/S.

(f) Preaward Survey of Prospective Contractor Accounting System Checklist

Offeror shall submit with their cost proposal a completed Preaward Survey of Prospective Contractor Accounting System Checklist, Attachment J-3 of the solicitation. The checklist is available in MS-Word format, contact Eric Ford, via email at eric.l.ford2@navy.mil.

(i) If the Defense Contract Audit Agency (DCAA) performed an audit or review of the adequacy of the Offeror's accounting system design and for performing on cost reimbursable contracts within the past 36-months, then Offeror need only complete checklist Part 1-DCAA Audit Report Information.

(ii) If a DCAA accounting system audit or review is currently "in-process", then Offeror need only complete checklist Part 1, item c.

(iii) If the subparagraph (f)(i) and (f)(ii) above do not apply, the Offeror must complete Part 2- Preaward Survey of the Prospective Contractor Accounting System Checklist. The checklist contains instructions and information.

CLAUSES INCORPORATED BY FULL TEXT

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

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

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be

accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in

evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
- (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
- (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
- (iv) A summary of the rationale for award.
- (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
- (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single-award indefinite-delivery/indefinite-quantity cost plus fixed fee contract resulting from this solicitation.

(End of provision)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

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

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

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

(End of provision)

Section M - Evaluation Factors for Award

SECTION M

M.1 BASIS FOR AWARD

The Government intends to award one contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation, in accordance with the evaluation factors specified in the solicitation.

M.2 EVALUATION FACTORS

The contract that may result from this solicitation will be made to the offeror whose offer, conforming to the solicitation, is determined to be the most advantageous and resulting in “best value” to the Government, considering the technical and price factors listed below. The awarded contract will be accompanied by award of the seed task order to satisfy the minimum contract guarantee. The relative weighting of the following factors is as follows: Factors 1, 2, 3 and 4, when combined are approximately equal to Factor 5, Past Performance. The aggregate of Factors 1 – 5 are approximately equal to Factor 6, Cost.

Factor 1 Technical Approach

The Government will evaluate the offeror’s technical plan to determine if the offeror demonstrates a complete knowledge and understanding of the required services in the Performance Work Statement. In addition, the Government will evaluate the offeror’s submitted approach towards mobilization to ensure that the offeror possesses both an understanding and a capability to safely mobilize and demobilize. The Government will also evaluate the offeror’s submitted Quality Control policies and procedures to determine if the submittal addresses schedule integrity, quality, change order procedures, deficiency, remediation fabrication and production.

Factor 2 Management Approach

The Government shall evaluate the offeror’s proposed management plan to determine if the offeror’s listed management experience and proposed techniques indicate a capability to effectively perform and manage the requirements of the SOW. Specifically, the Government will evaluate, at a minimum, the following:

- ... Whether the Offeror’s previous experiences with subcontracts, teaming/partnering entities and joint venture consultants indicate an overall capability to meet the requirements of the SOW.
- ... Whether the Offeror’s demonstrates an adequate amount of experience with dry docking vessels between 300 and 1600 gross tons.
- ... Whether the Offeror submits a planned management approach that meets all the submittal requirements of the factor, adequately describes in detail its transition plan, appropriately discusses mitigation strategies for scheduling conflicts and discusses how it plans to avoid potential disruption of services.
- ... Whether the offeror submitted proof of a current Top Secret Facility Clearance and, if not, whether the offeror submitted an adequate approach for obtaining such a clearance. Offerors that currently possess a Top Secret Facility Clearance may be rated more favorably.

In addition, the Government will evaluate the offeror’s submitted key personnel resumes to determine whether the personnel proposed meet the minimum requirements as specified in the ‘Personnel Qualifications’ section of the Performance Work Statement. The Government will also evaluate whether the key personnel proposed currently possess a Top Secret Clearance (and whether the offeror addresses how it will obtain such a clearance in a reasonable timeframe for those personnel that do not possess it). Offerors that propose key personnel that exceed the minimum requirements or already possess a Top Secret Clearance may be rated more favorably.

Factor 3 Seed Task

The Government will evaluate the offeror's submittal on this factor in its entirety. Specifically, the following aspects will be reviewed:

- ... Whether the offeror's technical approach for the seed task order contains comprehensive details and a defined technical approach that demonstrates to the Government that the offeror's approach would result in a successful completion of the seed task.
- ... The overall technical approach and scheduling and requirement plan will be evaluated to determine whether the offeror has demonstrated a complete understanding of the Seed Task SOW.

Factor 4 Safety

The Government is seeking to determine that the Offeror has consistently demonstrated a commitment to safety and that the Offeror plans to properly manage and implement safety procedures for itself and its subcontractors. The Government will evaluate the Offeror's overall safety record, the Offeror's plan to select and monitor subcontractors, and innovative safety methods that the Offeror plans to implement for this procurement. The Government's sources of information for evaluating safety may include, but are not limited to, OSHA, NAVFAC's Facility Accident and Incident Reporting (FAIR) database, and other related databases. While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate and complete safety information regarding these submittal requirements rests with the Offeror. The evaluation will collectively consider the following:

- Experience Modification Rate (EMR)
- OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate
- Offeror Technical Approach to Safety
- Other sources of information available to the Government

(1) Experience Modification Rate (EMR): The Government will evaluate the EMR to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rating. Lower EMRs will be given greater weight in the evaluation.

(2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate: The Government will evaluate the OSHA DART Rate to determine if the Offeror has demonstrated a history of safe work practices taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

(3) Technical Approach to Safety: The Government will evaluate the narrative to determine the degree to which subcontractor safety performance will be considered in the selection of all levels of subcontractors on the upcoming project. The Government will also evaluate the narrative to determine the degree to which innovations are being proposed that may enhance safety on this procurement. Those Offerors whose plan demonstrates a commitment to hire subcontractors with a culture of safety and who propose innovative methods to enhance a safe working environment may be given greater weight in the evaluation.

Factor 5 Past Performance

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

1. Relevancy Assessment. The Government will conduct a relevancy assessment of each contract submitted by the offeror to determine how close the work performed under those contracts relates to the work described in this solicitation. The Government is not obliged to seek out and consider information other than the information the offeror submits but may at its discretion consider recent and relevant information involving other contracts. This may include information submitted on other procurements, information in the Past Performance Information

Retrieval System (PPIRS), information in the Federal Awardee Performance and Integrity Information System (FAPIIS), information in the Electronic Subcontract Reporting System (eSRS), interviews with Government customers and commercial clients, and any other information available. The Government will evaluate the relevancy of contracts based on the evaluation scale in the table below. The terms “scope”, “magnitude” and “complexity” in the following table have broad meaning such that evaluators will consider any feature of a past contract which has a predicative effect on performance on the current contract.

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

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

2. **Overall Performance Confidence Assessment Rating.** Taking into account the Relevancy Assessment (Step 1), and the quality of performance on the past contracts, the Government will assign an overall performance confidence assessment rating for this factor (past performance rating) based on the scale in the table below. Offerors for whom past performance information is not available or is so sparse that no rating can be reasonably assigned will not be evaluated favorably or unfavorably and, as a result, will receive an “Unknown Confidence” rating for this factor. A favorable record of relevant past performance may be considered more advantageous to the Government than an “Unknown Confidence” rating.

Performance Confidence Assessment Ratings	
Rating	Description

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

Factor 6 Cost

The government will conduct a cost realism analysis in accordance with FAR 15.404-1(d) to determine the probable cost of performance for each offeror. The analysis will address both the proposed IDIQ Schedules as well as Seed Task schedule. The probable cost is determined by adjusting each offeror's proposed cost (and fixed-fee, if necessary) to reflect any additions or reductions in cost elements to realistic levels based on the results of the cost realism analysis. The probable cost may differ from the proposed cost and will reflect the government's best estimate of the cost of any contract which is likely to result from the contractor's proposal. The total probable cost shall be used for purposes of evaluation to determine the best value.

In addition, the Government will evaluate whether the offeror provided all required information for this factor. Offerors that submit missing or incomplete information may be considered non-responsive.

Evaluation of the option periods will not obligate the Government to exercise the option periods.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990