

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1 55		
2. CONTRACT NO.		3. SOLICITATION NO. N39430-15-R-1605	4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)	5. DATE ISSUED 04 Mar 2015	6. REQUISITION/PURCHASE NO.			
7. ISSUED BY NAVFAC EXWC CODE ACQ / NAVAL BASE VENTURA COUNTY 1100 23RD AVE BLDG 1100 PORT HUENEME CA 93043-4301			CODE N39430	8. ADDRESS OFFER TO (If other than Item 7)		CODE		
			See Item 7					
TEL:						TEL:		
FAX:						FAX:		
NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".								
SOLICITATION								
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in _____ until _____ local time _____ (Hour) (Date)								
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.								
10. FOR INFORMATION CALL:		A. NAME DYANNE VAN DER KAMP		B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-982-5080		C. E-MAIL ADDRESS dyanne.vanderkamp@navy.mil		
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OFFER (Must be fully completed by offeror)								
NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.								
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)								
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):				AMENDMENT NO.		DATE		
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	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	Base Period FFP Program Management and Logistic Services in support of the ATFP-A Program Management Office in accordance with section C and as defined in individual task orders FOB: Destination	23,000,000	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Base Period - Other Direct Costs (ODC) FFP ODCs in accordance with section G. FOB: Destination	2,000,000	Each		
					MAX NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0003 OPTION	Option Year 1 FFP Program Management and Logistic Services in support of the ATFP-A Program Management Office in accordance with section C and as defined in individual task orders FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0004 OPTION	Option Year 1 - Other Direct Costs (ODC) FFP ODCs in accordance with section G. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0005 OPTION	Option Year 2 FFP Program Management and Logistic Services in support of the ATFP-A Program Management Office in accordance with section C and as defined in individual task orders FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0006 OPTION	Option Year 2 - Other Direct Costs (ODC) FFP ODCs in accordance with section G. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0007 OPTION	Option Year 3 FFP Program Management and Logistic Services in support of the ATFP-A Program Management Office in accordance with section C and as defined in individual task orders FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0008 OPTION	Option Year 3 - Other Direct Costs (ODC) FFP ODCs in accordance with section G. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0009 OPTION	Option Year 4 FFP Program Management and Logistic Services in support of the ATRP-A Program Management Office in accordance with section C and as defined in individual task orders FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0010 OPTION	Option Year 4 - Other Direct Costs (ODC) FFP ODCs in accordance with section G. FOB: Destination	UNDEFINED	Each		

MAX
NET AMT

SECTION B CEILING

B.1 The total value of the contract is not to exceed (NTE) \$25,000,000.00 for the basic year and all options.

NOTE: The NTE amount is the estimated total cumulative annual value of all task orders to be issued against the IDIQ contract. The maximum total cumulative value of all orders placed against the IDIQ contract during the life of the contract, including base and four option years, is \$25,000,000.00. Upon award, the full value of the contract will be awarded on the base year CLINs (0001 and 0002). Subsequent option CLINs are for ordering period extensions and do not have value attached to them. However, for proposal preparation and evaluation purposes, the Government requests that offerors price out each CLIN separately. See Section L for further information.

B.2 A task order for the minimum guarantee in the amount of \$10,000.00 will be issued concurrently with the award of the basic contract. Once the value of task orders placed exceeds the minimum guarantee amount, the minimum guarantee task order shall be modified to deobligate the funds from the task order.

Section C - Descriptions and Specifications

PERFORMANCE WORK STATEMENTPERFORMANCE WORK STATEMENT (PWS)
NAVAL FACILITIES ENGINEERING COMMAND (NAVFAC)
ANTI-TERRORISM/FORCE PROTECTION (AT/FP) ASHORE
PROGRAM MANAGEMENT OFFICE (PMO) SUPPORT

1. OVERVIEW

The NAVFAC Headquarters (HQ) AT/FP Ashore PMO is responsible for the management, coordination and implementation of appropriate procurement, installation and sustainment strategies for physical security equipment (PSE) at Navy shore facilities. As a result, the NAVFAC AT/FP Ashore Program has developed the AT/FP Ashore program roll-out plan (ROP) to provide ashore force protection capabilities to Navy bases worldwide supporting over 900 projects and 71,000 individual components. NAVFAC HQ AT/FP Ashore PMO does not have sufficient staff to fully support the enterprise wide workload associated with technical oversight responsibilities. The responsibilities to be contracted out in support of this program include NAVFAC AT/FP Ashore program plan execution support, PSE sustainment support, and HQ operations execution support.

2. OBJECTIVES

The objective of this contract is to provide programmatic, technical and administrative support to the NAVFAC AT/FP Ashore Program. This work can be categorized into two main areas:

- a. Support personnel that are located in the Washington Navy Yard (WNY) / NAVFAC HQ AT/FP Ashore offices (currently staffed at 6 full-time equivalents (FTEs)); and
- b. Support personnel that are forward deployed throughout the Commander, Navy Installations Command (CNIC) Regions (currently staffed at 8 FTEs).

Due to the volatile nature of the program, priorities may quickly shift and contractor personnel should be able to adapt and manage multiple requirements.

3. SCOPE OF WORK

3.1. Contractor personnel will perform their daily duties in accordance with the requirements of this Performance Work Statement, and NAVFAC Business Management Processes (BMS). Documents that are required to be prepared under this task order shall be prepared in accordance with BMS or locally established policies and procedures. The Contractor shall be responsible for all human resource needs of personnel; including, but not limited to, planning and coordinating personal leave and conducting employee reviews and appraisals.

3.2. General. The contractor's personnel shall be responsible for project management, technical oversight support, administrative support and forward deployed liaison support for the NAVFAC AT/FP Ashore program. This will be accomplished by providing personnel that are familiar with the NAVFAC mission, the support role that NAVFAC AT/FP Ashore provides to various departments of CNIC such as: security department for force protection (N3AT), operations department for emergency management (N3EM), and information systems department for information technology (N6) along with the products that the AT/FP Ashore program provides on an enterprise wide level.

3.2.1. Project Management. The contractor shall provide personnel that are capable of writing and reviewing draft program policy documents, conducting specialized studies to evaluate the effectiveness of the program and making recommendations based on those studies, preparing program summaries and reports that will be read by senior leadership, both internal and external to the program. Additionally, they shall assist with the

planning of out-year projects that are based on CNIC requirements, which includes the development of budget estimates and the prioritization of the identified projects.

3.2.1.1. Standard: The services shall be performed with accuracy, clarity, consistency, in accordance with the NAVFAC BMS. All documents shall be prepared within 30 calendar days, unless otherwise specified.

3.2.2. Administrative: The contractor shall provide personnel that are capable of updating program presentations, flowcharts and documents. They shall develop combined MS Project timelines and schedules to assist with project and contract status tracking.

3.2.2.1. Standard: The services shall be performed with accuracy, clarity, consistency, in accordance with the NAVFAC BMS. Updates should be completed within 5 calendar days.

3.2.3. Technical: The contractor shall provide personnel capable of assisting in the evaluation and oversight of work that is being performed on the AT/FP Ashore PSE installation projects. Additionally, input will be required regarding potential technology refreshment for aging equipment and the lifecycle support plans to maintain installed equipment. They shall develop construction requirements, Site Approval Requests (SARs), PMO-Facilities Engineering Command (FEC) checklist support agreements, generate statements of work and independent cost estimates for proposed work and generate DD Form 1391s, Military Construction Program Data. The contractor shall develop operational requirements and identify opportunities for technology insertion. Documentation shall be developed that shows the sustainment impacts of different equipment /component options.

3.2.3.1. Standard. The services shall be performed with accuracy, clarity, consistency, in accordance with the NAVFAC BMS. Reports and documentation should be completed within 30 calendar days.

3.2.4. FEC Support: The contractor shall provide personnel that are capable of providing liaison expertise at the local installations, where work is being performed by the program. The personnel will provide support to all the local Facilities Engineering Acquisition Departments (FEADs) and Resident Officer in Charge of Construction (ROICC) offices within the FEC in which each individual is assigned as a FEC Team Lead (FECTL) for a specific region. The FECTL will serve as the local reach-back support for the installations that are performing the administration of the AT/FP Ashore contracts at the local level. The duties will include coordinating site visits for contractors performing work, coordination support to local agencies (e.g., Public Works Offices (PWOs), Safety, Environmental) to facilitate work performance, document reviews, and most importantly performing Quality Assurance reviews of work being performed in the field, in conjunction with the local Contracting Officer's Representative (COR). The FECTL will also serve as the AT/FP Ashore point of contact (POC) for the region, which includes educating the region regarding program policies and standards, communicating problems to the AT/FP Ashore leadership and ensuring that all facets of the program are running smoothly.

3.2.4.1. Standard: The services shall be performed with accuracy, clarity, consistency, in accordance with the NAVFAC BMS. All required work should be accomplished within 10 calendar days.

4. QUALIFICATIONS

The contractor shall provide the appropriate personnel who have education and experience in the labor categories listed below:

4.1 Program Manager (PM)

4.1.1. General: This individual must have demonstrated technical writing capability. The individual must have a minimum of 10 years engineering experience, including management experience, at least 4 years of which comes from work on contracts of similarly complex nature and financial magnitude.

4.1.2. Daily Tasks: Supports the AT/FP Ashore PMO by acting as a senior advisor. The individual's experience must also include 4 years performing the following:

- a. Reviewing and approving the work of project managers, engineers, support staff, and contract administrative personnel; and
- b. Financial management including management information systems, reporting, and negotiations for supplies and services.

4.1.3. Qualifications: Significant experience working within a program office at a senior level. B.S. in Engineering or a B.A. in a technical area from an accredited college or university is required. Professional Engineer (PE) preferred. Commercial equivalent of the Defense Acquisition Workforce Improvement Act (DAWIA) Acquisition Community Level II or Level III certification in Program Management or related specialty preferred or 10+ years of experience in a senior program management role.

4.1.4. Specialized Experience: The PM shall have experience in these specific areas:

- a. NAVFAC AT/FP Technologies;
- b. NAVFAC Processes; and
- c. Government Contracting Procedures.

4.2. Senior Program Analyst

4.2.1. General: The incumbent performs the duties as described in section 3.2.2 by developing timelines and schedules to assist with tracking the status of the projects executed by the AT/FP Ashore program.

4.2.2. Daily Tasks: Provides executive program support, sustainment support, schedules and coordinates formal program evaluations and reviews for projects and task orders, develops and distributes the agenda for weekly program meetings, records / drafts / distributes meeting minutes, follows up on action items, maintains and updates the program ROP, ensures that all documentation that is required at program meetings are submitted and completed, prepares presentations and other documentation as required for program briefings, meetings and data calls.

4.2.3. Qualifications: Minimum of 5 years professional level experience in business financial systems, program / project management.

4.2.4. Specialized Experience: The incumbent shall have experience in these specific areas:

- a. MS Project; and
- b. MS Office Suite.

4.3. Program Analyst

4.3.1. General: The incumbent performs the duties as described in section 3.2.2 by developing timelines and schedules to assist with tracking status of the projects executed by the AT/FP Ashore program.

4.3.2. Daily Tasks: Assists the senior program analyst, sustainment support, schedules and coordinates formal program evaluations and reviews for projects and task orders, develops and distributes the agenda for weekly program meetings, records / drafts / distributes meeting minutes, follows up on action items, maintains and updates the program ROP, ensures that all documentation that is required at program meetings are submitted and completed, prepares presentations and other documentation as required for program briefings, meetings and data calls.

4.3.3. Qualifications: Minimum of 3 years professional experience in business financial systems, program / project management.

4.3.4. Specialized Experience: The incumbent shall have experience in these specific areas:

- a. MS Project; and

- b. MS Office Suite.

4.4. Engineer

4.4.1. General: The incumbent performs the duties as described in section 3.2.3 by developing requirements, providing technical evaluations and oversight of the work that is being performed on the AT/FP Ashore PSE installation projects.

4.4.2. Daily Tasks: Updates and develops multiple task order templates, cost estimates and timelines for program office review. Also updates other documentation required for task order awards (e.g., DEDs); reviews contract deliverables requirement lists (CDRLs) and provides recommendation to the program office regarding acceptance; coordinates with FEC support to schedule and conduct site surveys, produce Site Survey Documentation packages, provide assistance for the construction requirements, develop SAR, draft DD Form 1391s, and coordinate/attend/document any and all meetings as required by the program office.

4.4.3. Qualifications: B.S. in Engineering / Science or Technical Field. Professional Engineer (PE) registration and commercial equivalent of DAWIA Level II or III certification in Program Management or Facilities Engineering preferred. Minimum of 10 years of professional level experience in systems installation, project management and Department of Defense (DoD) 5000 systems acquisition; Operational Test and Evaluation; and Research, Development, Test and Evaluation work.

4.4.4. Specialized Experience: The incumbent shall have experience in these specific areas:

- a. NAVFAC AT/FP Technologies;
- b. NAVFAC Processes; and
- c. Government Contracting Procedures.

4.5 Lead FECTL

4.5.1. General: The incumbent performs the duties as described in section 3.2.4 by providing liaison expertise between HQ and FECs where work is being performed by the AT/FP Ashore program.

4.5.2. Daily Tasks: Provides executive support to advise program leadership of issues that are impacting projects within the regions and provide recommended courses of action, when required will represent the program's Operation Manager at meetings, oversees the development, submission and tracking of Program Deviation Requests (PDRs) that are sent up by the regions, provide leadership to all regional FEC support staff and act as a liaison between the regions and the program office.

4.5.3. Qualifications: Minimum of 5 years of supervisory level experience with AT/FP, military public safety, facilities management and public works.

4.5.4. Specialized Experience: The incumbent shall have experience in these specific areas:

- a. NAVFAC AT/FP Technologies;
- b. NAVFAC Processes;
- c. Government Contracting Procedures;
- d. MS Office Suite; and
- e. MS Project.

4.6 FECTL

4.6.1. General: The incumbent performs the duties as described in section 3.2.4 by providing liaison expertise between the FEADs and ROICCs within the regions to which they are assigned, where work is being performed by the AT/FP Ashore program.

4.6.2. Daily Tasks: Provides support to advise the Lead FECTL of issues that are impacting projects within their Area of Responsibility (AOR) / Region and provide recommended courses of action, developments and submits PDRs to the Lead FECTL, act as liaison between the region and the program office, assist with all project coordination requirements within AOR, attend meetings as required.

4.6.3. Qualifications: Requires a minimum of 5 years of experience with AT/FP, military public safety, facilities management and public works.

4.6.4. Specialized Experience: The incumbent shall have experience in these specific areas:

- a. NAVFAC AT/FP Technologies;
- b. NAVFAC Processes;
- c. Government Contracting Procedures;
- d. MS Office Suite; and
- e. MS Project.

5. OTHER PERFORMANCE REQUIREMENTS

5.1. Non-Personal Services: Contractor employees performing work under this contract will be controlled, directed and supervised at all times by management personnel of the contractor. The contractor's management shall ensure that employees comply with the performance standards outlined in this PWS. Contractor employees will perform independent of and without the supervision of any Government official. Actions of contractor employees may not be interpreted or implemented in any manner that results in any contractor employee creating or modifying Federal policy, obligating appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work. Contractor employees shall identify themselves as contractor personnel by introducing themselves or being introduced as contractor personnel and displaying distinguishing badges or other visible identification for meetings with Government personnel. Contractor personnel shall appropriately identify themselves as contractor employees in telephone conversations and in formal and informal written correspondence.

5.2. Management of Position Vacancies: Contractor shall ensure there is no significant disruption to the Government as a result of position vacancies due to contractor personnel leaving the position, taking extended leave, training; or any combination thereof. Contractor shall take necessary action to recruit for and fill vacancies as quickly as possible. Positions shall not be left vacant in excess of 15 consecutive calendar days.

5.3. Unacceptable Performance by Contractor Personnel: In the event of poor performance by an individual member of the contractor workforce, the contractor shall immediately correct the situation at no additional cost to the Government. The employee shall be retrained or replaced and the contractor shall provide the Contracting Officer with periodic updates of steps taken to correct poor performance. Replacement employees shall meet all the qualifications required of their labor category.

5.4. Equipment: The government will not provide the following support/equipment: mobile telephone and office supplies.

5.5. Government Furnished Equipment: The Government will furnish the necessary facility requirements to maintain an office environment, including a workspace, NMCI computer and monitor, fax, telephone service, and documentation reproduction capabilities for work conducted on site in government spaces. Note that access to the Government computer's and network is contingent upon the individual's ability to obtain a Common Access Card (CAC) card and subject to the Department of the Navy restrictions on appropriate use of a Government computer and network.

5.6. Work Hours: Unless otherwise approved by the AT/FP Ashore PMO, contractor personnel shall be available during NAVFAC core business hours, which are 8:00 a.m. to 5:00 p.m., Monday through Friday, with the exception of Federal Government holidays. There are no restrictions on contractor working hours at the contractor's facility. Work schedules shall be coordinated with the AT/FP Ashore PMO.

5.7. Productive Direct Labor Hours: The contractor shall charge the Government only for "Productive Direct Labor Hours." "Productive Direct Labor Hours" are defined as those hours expended by contractor personnel in performing work under the task orders issued against this contract. Productive Direct Labor Hours does not include costs that are normally included as part of indirect costs, such as: sick leave, vacation, Government or contractor holidays, jury duty, military leave, etc. The Government will not pay for work that is not performed due to unanticipated Government closures due to events such as earthquakes, hurricanes, snow storms, tornadoes, etc. It is anticipated that the majority of the contractor employees will be full time. A Full-time employee is defined as 80 hours/two weeks for exempt employees and 8 hours a day for non-exempt employees. Part time employees can be provided under this contract if the person(s) possess a special knowledge or skill required by the contract. The part-time employees cannot exceed the full-time equivalent hours provided.

5.8. Government Holidays. The following Government holidays are normally observed by Government personnel: New Year's Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation.

5.9. Payment for Unauthorized Work. No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the contractor of their own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and conditions under this effort.

5.10. Contractor Personnel. The contractor shall be responsible for managing and overseeing the activities of all contractor personnel, as well as subcontractor efforts used in performance of this effort. The contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in this performance work statement. Resumes submitted for employees assigned to perform under this PWS that are considered key personnel shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

5.11. Maintaining Satisfactory Performance. The contractor's PM shall meet with the Contracting Officer and/or COR as necessary to maintain satisfactory performance and to resolve other issues pertaining to Government and/or contractor procedures. At these meetings, a mutual effort will be made to resolve and problems identified. Written minutes of these meetings shall be prepared by the contractor, signed by the contractor's designated representative, and furnished to the Government within 2 workdays of the subject meeting.

5.11.1. Program Manager. The contractor shall provide a PM to facilitate Government-contractor communications. The PM is considered key personnel and shall be the primary technical and managerial interface between the contractor and Contracting Officer. The name of this person, and an alternate or alternates, who shall act for the contractor when the PM is absent, shall be designated in writing to the Contracting Officer. The PM or alternate will have full authority to act for the contractor on all contract matters relating to daily operations. The PM or alternate must be available during normal duty hours, as specified herein and to meet with Government personnel within 24 hours to discuss issues.

5.11.2. Physical Security. The contractor shall be responsible for safeguarding all Government property provided for contractor use. At the end of normal duty hours and/or after normal duty hours, all government facilities, equipment and materials must be secured.

5.12 Orientation Briefing. Within 10 days of award, the contractor shall conduct an orientation briefing for the Government. The Government does not want an elaborate orientation briefing nor does it expect the contractor to expend significant resources in preparation for this briefing. The intent of the briefing is to initiate the communication process between the Government and the contractor by introducing key task participants and explaining their roles, reviewing communication ground rules, and assuring a common understanding of subtask requirements and objectives.

The Orientation Briefing will be held at NAVFAC EXWC, Port Hueneme, CA or another designated location or by teleconference, date and time to be mutually agreed upon by both parties.

The completion of this briefing will result in the following:

- a. Introduction of both contractor and Government personnel performing work under this contract; and
- b. The contractor will demonstrate confirmation of their understanding of the work to be accomplished under this PWS.

5.13 Contractor Interface. The contractor and/or subcontractors may be required as part of the performance of this effort to work with other contractors working for the Government. Such other contractors shall not direct this contractor or its subcontractors in any manner. Also, this contractor and/or its subcontractors shall not direct the work of such other contractors in any manner.

5.14 Security Requirements. Unless otherwise determined by the Contracting Officer, work under this contract is unclassified. However, Trustworthiness Security, see paragraph 5.16, is required. The contractor shall comply with all applicable DoD security regulations and procedures during the performance of this contract. Contractor personnel shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and government personnel work products, which are obtained or generated in the performance of this contract. The contractor personnel must pass a background investigation.

Obtaining visit requests, base access and security clearances is the responsibility of the contractor. For OCONUS site visits, country or theater clearance requirements apply and may require long lead times. Specific requirements can be found in the DoD Electronic Foreign Clearance Guide (eFCG): <https://www.fcg.pentagon.mil>.

Contractor shall submit clearance requests online via the Synchronized Pre-deployment and Operational Tracker (SPOT) system and Aircraft and Personnel Automated Clearance System (APACS) as required. DoD contractors planning to travel on official government business to certain locations may be required to register in SPOT and possess a SPOT-generated Letter of Authorization.

5.15 Trustworthiness Security – Navy Contract/Task Orders. Reference is hereby made to Navy awarded contracts requiring contractor access to Navy information systems, sensitive unclassified information or areas critical to the operations of the command. Although this contract is not classified and, therefore, contractor employees are not required to have obtained a National Agency Check Inquiries (NACI) trustworthiness determination, the Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. A contractor whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. Therefore, all personnel accessing DoN computer systems must pass a NACI to verify their trustworthiness and the contractor shall provide acceptable substitutes for those personnel that are rejected. Also, Command will include Facility Access Determination program requirements in the contract specifications when

trustworthiness determinations will be required on the contractor employees. The following addresses those requirements for Trustworthiness Security:

Each contractor employee will have a favorably completed NACI.

If contractor personnel currently have a favorably adjudicated NACI the contractor will notify the Security Manager of the command they will visit utilizing OPNAV 5521/27 Visit Request form. Enter a visit request by utilizing Joint Personnel Adjudication System (JPAS), Command Security Management Office (SMO) code 000254. The visit request will be renewed annually or for the duration of the contract if less than one year.

If no previous investigation exists the contractor personnel will complete the requirement for a Trustworthiness NACI.

The Trustworthiness NACI is processed through the Command Security Manager. The contractor shall provide the completed SF-85 using e-Quip, initiated by the command security manager and two applicant fingerprint cards (SF 306) within 10 days after contract award. The Security Manager will review the form for completeness, accuracy and suitability issues. The completed SF 85 along with attachments will be forwarded to Office of Personnel Management who will conduct the NACI.

The DON Central Adjudication Facility will provide the completed investigation to the requesting command security manager for the trustworthiness determination. The command will provide written notification to the contractor advising whether or not the contractor employee will be admitted to command areas or be provided access to unclassified but sensitive business information.

Trustworthiness determinations are the sole prerogative of the Commanding Officer of the sponsor activity. If the Commanding Officer determines, upon review of the investigation, that allowing a person to perform certain duties or access to certain areas, would pose an unacceptable risk, that decision is final. No due process procedures are required.

The contractor employee shall take all lawful steps available to ensure that information provided or generated pursuant to this arrangement is protected from further disclosure unless the agency provides written consent to such disclosure."

5.16 Disclosure of Information. Information made available to the contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer.

The contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the contractor in connection with the performance of this contract, which is not public information. Each contractor or employee of the contractor to whom information may be made available or disclosed shall be notified in writing by the contractor that such information may be disclosed only for a purpose and to the extent authorized herein. The contractor and all employees having access to information shall be required to execute a non-disclosure agreement and provide all original signatures to the orientation briefing identified in Section 5.13.

5.17. Transition. The PMO support contractor will maintain its existing staff on-site throughout the transition period. No additional staffing requirements are anticipated to complete the transition to the new PMO support contractor. The transition is expected to take 60 days to complete. Immediately prior to the transition, the incumbent will stand up its transition team in order to facilitate the activities necessary for successful transition. It is assumed that the new PMO support contractor will have its staff on site at the beginning of the 60-day transition period and will establish a similar team to work with incumbent to coordinate the contract's transition. It is also assumed that Government will provide adequate workspace for both contractors throughout the duration of the transition.

6 PLACES OF PERFORMANCE

Onsite work will be performed at NAVFAC HQ, AT/FP Ashore PMO, Washington, DC, or the applicable FEC/Region as follows:

- a. CNR Hawaii - Joint Base Pearl Harbor - Hickam
- b. CNR Mid-Atlantic - Naval Base Norfolk
- c. CNR Northwest - Naval Base Kitsap-Bangor
- d. CNR Southwest - Naval Station San Diego
- e. CNR Southeast - NAS Jacksonville
- f. CNR Europe Southwest Asia Africa - NSA Naples
- g. Commander Naval District Washington - Washington Navy Yard, DC
- h. Commander Fleet Activities Naval Base Yokosuka

Travel may be required to conduct local and/or long distance trips in support of the requirements outlined in this PWS. For all trips, the points of departure are Washington, DC; Port Hueneme/Oxnard, CA; Yokosuka, Japan; Naples, Italy; Oahu, Hawaii; San Diego, CA; Seattle, WA; Norfolk, VA or Jacksonville, FL, unless otherwise required by the COR.

Additional Places of Performance may include, but are not limited to, the following locations:

CNR Hawaii – NAVSTA Pearl Harbor, HI
 CNR Mid-Atlantic – NAVSTA Norfolk, VA
 Commander Naval District Washington – Washington, DC
 CNR Northwest – NSB Bangor, WA
 CNR Southwest – NAVSTA San Diego, CA
 CNR Europe Southwest Asia Africa – Naval Support Activity (NSA) Naples
 NAS Jacksonville, FL
 Commander, Fleet Activities Yokosuka, Japan

CNR Mid-Atlantic – NAVSTA Norfolk includes:

NAB Little Creek
 NAS Oceana
 NAVSTA Norfolk
 NSB New London
 NSB Groton

Commander Naval District Washington includes:

NAS Patuxent River
 NSA South Potomac
 USNA Annapolis

CNR Northwest-NSB Bangor includes:

NAS Whidbey Island
 NAVSTA Bremerton (Including NSY Puget Sound)
 NAVSTA Everett

CNR Southeast – NAS Jacksonville includes:

NAF Key West
 NAVSTA Mayport
 NAVBASE Guantanamo Bay
 NSB Kings Bay

CNR Southwest-NAVSTA San Diego, CA includes:

NAS Lemoore
 NAVBASE Coronado

NAVBASE Point Loma
 NAVBASE Ventura County
 NAVBASE San Diego
 NAWS China Lake
 NWS Seal Beach

CNR Europe Southwest Asia Africa-NSA Naples, Italy includes:
 NSA Djibouti
 NSA Bahrain

FTEs assigned to perform in specific areas tasked in this PWS are not limited to performance in those areas alone, but may assist in other tasks with the concurrence and documentation from both the COR and the contractor's PM. New work requirements that may evolve outside the PWS through maturation or development of the program will be individually assessed for completion of work within the current scope or requirement for task order modification.

7 ORDERING PERIODS

This contract includes a base ordering period of 1 year from the date of contract award and 4 one-year option periods, which may be unilaterally exercised by the Government. All terms and conditions applicable to the base period shall extend to the options unless otherwise agreed upon in writing.

8 DELIVERABLES/DELIVERABLE SCHEDULE

In fulfillment of this effort, the contractor shall provide the following deliverables. All deliverables shall be submitted to the designated Government points of contact, unless otherwise agreed upon.

Unless otherwise specified, the Government will have a maximum of 10 workdays from the day the draft deliverable is received to review the document, provide comments back to the contractor, and approve or disapprove the deliverable(s). The contractor will also have a maximum of 10 workdays from the day Government comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified.

Deliverables shall follow the contractor's format. Contractor shall provide one copy of the final deliverables in MS Office compatible electronic media on CD ROM in a required software format specified by the designated point of contact.

8.1 Communication Plan. Contractor shall provide a plan outlining the processes to be used by the contractor to assure effective and timely communication with its employees.

8.2 Monthly Status Report. Contractor shall document the efforts performed under this PWS in a detailed Monthly Status Report. The report shall be complete, accurate, clear, concise, edited, formatted, and submitted or before the 10th of each Month. The status report shall include, at a minimum:

- a. Progress for the period: detailed progress report of findings, activities and accomplishments during the reporting period, and summary of work accomplished during the reporting period and percent complete;
- b. Activities planned for the next reporting period: planned activities, as well as the status of any/all deliverables, including planned delivery date(s) and actual and/or anticipated delivery date(s);
- c. Problems encountered: identification of any problems, issues or delays and recommendations as to their resolution, and any corrective action that was taken to correct identified problems;
- d. Strategy revisions: recommended changes to include any lessons learned; and
- e. The expected date for completion.

8.3 Final Report. Contractor shall provide a final report, to the designated point of contact, at the conclusion of this contract. The report will summarize tasks accomplished, turnover of project files, unresolved ongoing projects and issues, objectives achieved, significant issues, problems and recommendations to improve the process in the future.

8.4 Contract Deliverable Table.

Reference	Milestone/Deliverable	Responsibility	Date
5.11	Meeting Minutes	Contractor	2 workdays after meeting
5.13	Orientation Briefing	Government/Contractor	10 workdays after award
8.1	Communication Plan	Contractor	5 workdays after award
8.2	Monthly Status Report	Contractor	10 th of each month
8.3	Final Report	Contractor	30 days prior to contract completion

8.5 Inspection and Acceptance Criteria. Final inspection and acceptance of all work performed, reports and other deliverables will be performed at the place of delivery by the designated point of contact. Certification by the Government of satisfactory services provided is contingent upon the contractor performing in accordance with the terms and conditions of the contract.

8.6 General Performance Standards. General quality measures, as set forth below, will be applied to each work product received from the contractor under this PWS:

- a. Accuracy. Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- b. Clarity. Work Products shall be clear and concise. Any/All diagrams shall be easy to understand and be relevant to the supporting narrative.
- c. Consistency to Requirements. All work products must satisfy the requirements of this PWS.
- d. File Editing. All text and diagrammatic files shall be editable by the Government.
- e. Format. Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- f. Timeliness. Work Products shall be submitted on or before the due date specified in this statement of work or submitted in accordance with a later scheduled date determined by the Government.

9 QUALITY ASSURANCE

The Government designated point of contact will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the designated point of contact will not relieve the Contractor of the responsibility for complying with the requirements of this work statement.

Final approval and acceptance of documentation required herein shall be by written approval and acceptance by the designated point of contact. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

10 ADMINISTRATIVE CONSIDERATIONS

10.1 Correspondence. To promote timely and effective administration, correspondence shall be subject to the following procedures:

- a. Technical correspondence (technical issues relating to compliance with the requirements herein) shall be addressed to the designated point of contact with an information copy to the Contract Administrator (CA); and
- b. All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS) shall be addressed to the CA with an information copy to the designated point of contact.

10.2. Government Points of Contact

10.2.1. Administrative Contracting Officer

Name: Michael D. Thompson
 Address: NAVFAC EXWC, 1100 23rd Avenue, Port Hueneme, CA 93043-4301
 Phone: (805) 982-2565
 Email: michael.d.thompson4@navy.mil

10.2.2. Contracting Officer's Representative (COR)

Name: Deb Albright
 Address: NAVFAC HQ, 1332 Patterson Avenue SE, Suite 1000, Washington Navy Yard, DC 20374-6056
 Phone: (202) 685-9355
 Email: Deborah.albright@navy.mil

10.2.3 Designated Points of Contact

A list of additional points of contact will be provided to the contractor 10 days after award.

11 POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

Final evaluations of contractor performance will be prepared on this effort in accordance with FAR Subpart 42.15. A final performance evaluation will be prepared, by the designated point of contact, at the time of completion of work for the basic contract and each task order issued above the threshold of \$1,000,000.00.

Final evaluations will be provided to the contractor as soon as practicable after completion of the evaluation. The contractor will be permitted to review the document and to submit additional information or a rebutting statement in accordance with FAR Subpart 42.15. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the Contracting Officer, whose decision will be final.

Copies of the evaluations, contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

12 PERSONNEL REQUIREMENTS

12.1 Key Personnel Definition/Designation. Certain skilled experienced professional and/or technical personnel are essential for accomplishing the work to be performed. These individuals are defined as "Key Personnel" and are those persons whose resumes were submitted and marked by the offer as "Key Personnel". No substitutions shall be made of accepted key personnel except for sudden illness or death, or termination of employment. Substitutions shall only be accepted if in compliance with "Substitution of Key Personnel" provision identified below.

12.2 Substitution of Key Personnel. All Contractor requests for approval of substitutions hereunder shall be submitted in writing to the designated point of contact and the Contracting Officer at least two weeks (14

calendar days) in advance of the effective date, whenever possible, and shall provide a detailed explanation of the circumstances necessitating the proposed substitution, a complete resume for the proposed substitute, and any other information requested by the Contracting Officer necessary to approve or disapprove the proposed substitution.. The designated point of contact and the Contracting Officer will evaluate such requests and promptly notify the Contractor of approval or disapproval in writing.

12.3 Key Personnel Designation. For the purpose of the overall performance of this effort, the Contractor's Program Manager, Engineer, Senior Program Analyst, Program Analysts, Lead FECTL, and FECTLs shall be designated as key personnel.

12.4 Additional Contractor Employee Requirements. Additional contractor employee requirements include:

- a. Valid driver's license;
- b. Strong communication skills in the English language, both written and oral;
- c. U.S. citizenship or resident alien. Proof of US Citizenship or resident alien card will be required with three years residency; and
- d. Ability to perform work in an office setting, with occasional visits to construction sites. Work involves moderate risks of discomforts that require adherence to safety precautions.

12.5 Access to NAVFAC EXWC and NAVFAC HQ: A Common Access Card (CAC) pass is required for base access. Contractors without a valid CAC will have to be escorted. Contractor personnel who require access to the NAVFAC HQ facility must obtain building access via the NAVFAC HQ Security Office. NAVFAC HQ civilian or military personnel may sponsor a contractor for a building access card.

Base access requirements and procedures may change during the term of a contract. The contractor shall comply with all changes, and such compliance shall not be grounds for a request for an equitable adjustment or other contract modification.

13 NMCARS 5237.102-90 ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING APPLICATION (ECMRA)

This portion of section C applies to the basic contract and all delivery orders awarded under this contract.

The contractor shall report contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Naval Facilities Engineering and Expeditionary Warfare Center via a secure data collection site. Contracted services excluded from reporting are based on Product Service Codes (PSCs). The excluded PSCs are:

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

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

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

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government
0010	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.201-7000	Contracting Officer's Representative	DEC 1991

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 15-SEP-2015 TO 14-SEP-2016	N/A	N/A FOB: Destination	
0002	POP 15-SEP-2015 TO 14-SEP-2016	N/A	N/A FOB: Destination	
0003	POP 15-SEP-2016 TO 14-SEP-2017	N/A	N/A FOB: Destination	
0004	POP 15-SEP-2016 TO 14-SEP-2017	N/A	N/A FOB: Destination	
0005	POP 15-SEP-2017 TO 14-SEP-2018	N/A	N/A FOB: Destination	
0006	POP 15-SEP-2017 TO 14-SEP-2018	N/A	N/A FOB: Destination	
0007	POP 15-SEP-2018 TO 14-SEP-2019	N/A	N/A FOB: Destination	
0008	POP 15-SEP-2018 TO 14-SEP-2019	N/A	N/A FOB: Destination	
0009	POP 15-SEP-2019 TO 14-SEP-2020	N/A	N/A FOB: Destination	
0010	POP 15-SEP-2019 TO 14-SEP-2020	N/A	N/A FOB: Destination	

CLAUSES INCORPORATED BY REFERENCE

52.242-15

Stop-Work Order

AUG 1989

Section G - Contract Administration Data

G-1 INVOICING

Invoices must include, as a minimum, the following information for each individual:

Contract number
 Contractor name and point of contact
 Invoice number and date
 Time Period Covered
 Total value of contract through modification
 Percentage of performance complete
 Value of completed performance
 Total of prior payments
 Amount of this invoice
 Productive Direct Labor Hours for the current billing period and cumulative to date
 Labor Category(s)
 Hourly Rate

Any travel or Other Direct Costs (ODCs) incurred (including supporting documentation/receipts for all charges) for the current billing period and cumulative to date.

All payment requests must be submitted electronically via Wide Area Workflow. Hardcopy invoices shall not be accepted. "Payment request" means any request for contract financing payment or invoice payment by a Contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905(b), "Payment Documentation and Process" and FAR 52.232-25, "Prompt Payment (OCT 2003)." Supporting documentation shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments.

Reimbursement for gasoline will not be made for local travel. The Government however, will reimburse the Contractor for gasoline costs outside of a 50-mile radius of its work location. The Contractor is expected to exercise good judgment when incurring travel costs. The Contractor will only be reimbursed for reasonable and necessary travel expenses actually incurred in the performance of official duties in accordance with the provisions of the contract. Receipts must be submitted and support any claim for reimbursement of gasoline.

G-2. REIMBURSABLE ODCs

Training, travel, vehicles, fuel, and other pre-approved miscellaneous costs are considered ODCs. The contract includes a "Not to Exceed" dollar amounts for ODCs for the base period and each option year. The Contractor will be reimbursed for reasonable and necessary costs actually incurred in the performance of the contract. The contractor shall obtain Government approval prior to expending any ODCs.

A. Training. Government specific training may be required. Reimbursable training must be only that training that is required to perform the specific duties that are particular to NAVFAC AT/FP Ashore operations and procedures. All government specific training shall be approved by the designated point of contact prior to commencement of any training. Training vouchers and supporting documentation must be presented for payment with its invoice. Contractor's office training or employee training required to qualify for minimum scope requirements will not be reimbursable and must be borne by the Contractor.

B. Travel. It is expected that Contractor personnel shall be located at or near the Government facilities at the duty sites identified. All travel shall be approved in advance, in writing, by the Contracting Officer's Representative (COR) prior to travel. Once approved, the Contractor shall be reimbursed for the actual costs of transportation, lodging, meals and incidental expenses during the authorized travel IAW FAR 31.205-46.

C. Vehicles. The Contractor is required to provide transportation to its employees and will not be government furnished. The Government may reimburse the Contractor for only those expenses essential to the transaction of official business that is reasonable and pre-approved. Contractors are required by FAR 31.205-46(a)(7) to maintain the following documentation: Date and place (city, town, or other similar designation) of the expenses; Purpose of the trip; and Name of person on trip and that person's title or relationship to the Contractor.

CLAUSES INCORPORATED BY REFERENCE

252.204-0002	Line Item Specific: Sequential ACRN Order	SEP 2009
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

CLAUSES INCORPORATED BY FULL TEXT

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

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

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

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

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

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

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

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

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

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

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

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

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

2-in-1 Invoice

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

N39430

(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	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N39430
Accept at Other DoDAAC	N/A
LPO DoDAAC	N39430
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(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.

dyanne.vanderkamp@navy.mil
michael.d.thompson4@navy.mil

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

mary.guerrant@navy.mil

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

(End of clause)

Section H - Special Contract Requirements

LIABILITY INSURANCE

The following types of insurance are required in accordance with the clause entitled "52.228-5 -- Insurance -- Work on a Government Installation" (FAR 52.228-5, incorporated by reference in Section I) and shall be maintained in the minimum amount shown:

(a) *Workers' compensation and employer's liability.* Contractor shall comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000 shall be maintained, except in States with exclusive or monopolistic funds that do not permit workers' compensation to be written by private carriers.

(b) *General liability.*

(1) Contractor shall maintain bodily injury liability insurance coverage written on the comprehensive form of policy of at least \$500,000 per occurrence.

(c) *Automobile liability.* Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

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
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	APR 2010
52.203-16	Preventing Personal Conflicts of Interest	DEC 2011
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	MAY 2012
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data--Modifications	OCT 2010
52.219-8	Utilization of Small Business Concerns	MAY 2014
52.219-27	Notice of Service-Disabled Veteran-Owned Small Business Set-Aside	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-29	Notification Of Visa Denial	JUN 2003
52.222-35	Equal Opportunity for Veterans	JUL 2014
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.229-6	Taxes--Foreign Fixed-Price Contracts	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	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
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	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
52.239-1	Privacy or Security Safeguards	AUG 1996
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	JUL 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
52.247-63	Preference For U.S. Flag Air Carriers	JUN 2003
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	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
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7041	Correspondence in English	JUN 1997
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
252.233-7001	Choice of Law (Overseas)	JUN 1997

252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.246-7001	Warranty Of Data	MAR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$10,000.00, 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 the contract ceiling specified in section B.1 of the contract
 - (2) Any order for a combination of items in excess of the contract ceiling specified in section B.1 of the contract; or
 - (3) A series of orders from the same ordering office 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 September 15, 2021.

(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 before the contract expires.

(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 30 days prior to the commencement of the next option period, provided that the Government gives the Contractor a preliminary written notice of its intent to extend 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)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a

kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The

Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it () is, () is not a small business concern under NAICS Code 541330 assigned to contract number N39430-15-D-1605.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

52.248-1 VALUE ENGINEERING (OCT 2010)

(a) General. The Contractor is encouraged to develop, prepare, and submit value engineering change proposals (VECP's) voluntarily. The Contractor shall share in any net acquisition savings realized from accepted VECP's, in accordance with the incentive sharing rates in paragraph (f) below.

(b) Definitions. "Acquisition savings," as used in this clause, means savings resulting from the application of a VECP to contracts awarded by the same contracting office or its successor for essentially the same unit. Acquisition savings include--

(1) Instant contract savings, which are the net cost reductions on this, the instant contract, and which are equal to the instant unit cost reduction multiplied by the number of instant contract units affected by the VECP, less the Contractor's allowable development and implementation costs;

(2) Concurrent contract savings, which are net reductions in the prices of other contracts that are definitized and ongoing at the time the VECP is accepted; and

(3) Future contract savings, which are the product of the future unit cost reduction multiplied by the number of future contract units in the sharing base. On an instant contract, future contract savings include savings on increases in quantities after VECP acceptance that are due to contract modifications, exercise of options, additional orders, and funding of subsequent year requirements on a multiyear contract.

"Collateral costs," as used in this clause, means agency cost of operation, maintenance, logistic support, or Government-furnished property.

"Collateral savings," as used in this clause, means those measurable net reductions resulting from a VECP in the agency's overall projected collateral costs, exclusive of acquisition savings, whether or not the acquisition cost changes.

"Contracting office" includes any contracting office that the acquisition is transferred to, such as another branch of the agency or another agency's office that is performing a joint acquisition action.

"Contractor's development and implementation costs," as used in this clause, means those costs the Contractor incurs on a VECP specifically in developing, testing, preparing, and submitting the VECP, as well as those costs the Contractor incurs to make the contractual changes required by Government acceptance of a VECP.

"Future unit cost reduction," as used in this clause, means the instant unit cost reduction adjusted as the Contracting Officer considers necessary for projected learning or changes in quantity during the sharing period. It is calculated at the time the VECP is accepted and applies either (1) throughout the sharing period, unless the Contracting Officer decides that recalculation is necessary because conditions are significantly different from those previously anticipated or (2) to the calculation of a lump-sum payment, which cannot later be revised.

"Government costs," as used in this clause, means those agency costs that result directly from developing and implementing the VECP, such as any net increases in the cost of testing, operations, maintenance, and logistics support. The term does not include the normal administrative costs of processing the VECP or any increase in this contract's cost or price resulting from negative instant contract savings.

"Instant contract," as used in this clause, means this contract, under which the VECP is submitted. It does not include increases in quantities after acceptance of the VECP that are due to contract modifications, exercise of options, or additional orders. If this is a multiyear contract, the term does not include quantities funded after VECP

acceptance. If this contract is a fixed-price contract with prospective price redetermination, the term refers to the period for which firm prices have been established.

"Instant unit cost reduction" means the amount of the decrease in unit cost of performance (without deducting any Contractor's development or implementation costs) resulting from using the VECP on this, the instant contract. If this is a service contract, the instant unit cost reduction is normally equal to the number of hours per line-item task saved by using the VECP on this contract, multiplied by the appropriate contract labor rate.

"Negative instant contract savings" means the increase in the cost or price of this contract when the acceptance of a VECP results in an excess of the Contractor's allowable development and implementation costs over the product of the instant unit cost reduction multiplied by the number of instant contract units affected.

"Net acquisition savings" means total acquisition savings, including instant, concurrent, and future contract savings, less Government costs.

"Sharing base," as used in this clause, means the number of affected end items on contracts of the contracting office accepting the VECP.

Sharing period, as used in this clause, means the period beginning with acceptance of the first unit incorporating the VECP and ending at a calendar date or event determined by the contracting officer for each VECP.

"Unit," as used in this clause, means the item or task to which the Contracting Officer and the Contractor agree the VECP applies.

"Value engineering change proposal (VECP)" means a proposal that--

- (1) Requires a change to this, the instant contract, to implement; and
- (2) Results in reducing the overall projected cost to the agency without impairing essential functions or characteristics; provided, that it does not involve a change--
 - (i) In deliverable end item quantities only;
 - (ii) In research and development (R&D) end items or R&D test quantities that is due solely to results of previous testing under this contract; or
 - (iii) To the contract type only.
- (c) VECP preparation. As a minimum, the Contractor shall include in each VECP the information described in subparagraphs (1) through (8) below. If the proposed change is affected by contractually required configuration management or similar procedures, the instructions in those procedures relating to format, identification, and priority assignment shall govern VECP preparation. The VECP shall include the following:
 - (1) A description of the difference between the existing contract requirement and the proposed requirement, the comparative advantages and disadvantages of each, a justification when an item's function or characteristics are being altered, the effect of the change on the end item's performance, and any pertinent objective test data.
 - (2) A list and analysis of the contract requirements that must be changed if the VECP is accepted, including any suggested specification revisions.
 - (3) Identification of the unit to which the VECP applies.
 - (4) A separate, detailed cost estimate for (i) the affected portions of the existing contract requirement and (ii) the VECP. The cost reduction associated with the VECP shall take into account the Contractor's allowable development

and implementation costs, including any amount attributable to subcontracts under the Subcontracts paragraph of this clause, below.

(5) A description and estimate of costs the Government may incur in implementing the VECP, such as test and evaluation and operating and support costs.

(6) A prediction of any effects the proposed change would have on collateral costs to the agency.

(7) A statement of the time by which a contract modification accepting the VECP must be issued in order to achieve the maximum cost reduction, noting any effect on the contract completion time or delivery schedule.

(8) Identification of any previous submissions of the VECP, including the dates submitted, the agencies and contract numbers involved, and previous Government actions, if known.

(d) Submission. The Contractor shall submit VECP's to the Contracting Officer, unless this contract states otherwise. If this contract is administered by other than the contracting office, the Contractor shall submit a copy of the VECP simultaneously to the Contracting Officer and to the Administrative Contracting Officer.

(e) Government action. (1) The Contracting Officer will notify the Contractor of the status of the VECP within 45 calendar days after the contracting office receives it. If additional time is required, the Contracting Officer will notify the Contractor within the 45-day period and provide the reason for the delay and the expected date of the decision. The Government will process VECP's expeditiously; however, it shall not be liable for any delay in acting upon a VECP.

(2) If the VECP is not accepted, the Contracting Officer will notify the Contractor in writing, explaining the reasons for rejection. The Contractor may withdraw any VECP, in whole or in part, at any time before it is accepted by the Government. The Contracting Officer may require that the Contractor provide written notification before undertaking significant expenditures for VECP effort.

(3) Any VECP may be accepted, in whole or in part, by the Contracting Officer's award of a modification to this contract citing this clause and made either before or within a reasonable time after contract performance is completed. Until such a contract modification applies a VECP to this contract, the Contractor shall perform in accordance with the existing contract. The decision to accept or reject all or part of any VECP is a unilateral decision made solely at the discretion of the Contracting Officer.

(f) Sharing rates. If a VECP is accepted, the Contractor shall share in net acquisition savings according to the percentages shown in the table below. The percentage paid the Contractor depends upon (1) this contract's type (fixed-price, incentive, or cost-reimbursement), (2) the sharing arrangement specified in paragraph (a) above (incentive, program requirement, or a combination as delineated in the Schedule), and (3) the source of the savings (the instant contract, or concurrent and future contracts), as follows:

CONTRACTOR'S SHARE OF NET ACQUISITION SAVINGS

(Figures in percent)

Contract Type	Incentive (Voluntary)		Program Requirement (Mandatory)	
	Instant Contract Rate	Concurrent and Future Contract Rate	Instant Contract Rate	Concurrent and Future Contract Rate
Fixed-price (includes fixed-price-award-fee; excludes other fixed-price)	(1) 50	(1) 50	(1) 25	25

incentive contracts)				
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(g) Calculating net acquisition savings.

(1) Acquisition savings are realized when (i) the cost or price is reduced on the instant contract, (ii) reductions are negotiated in concurrent contracts, (iii) future contracts are awarded, or (iv) agreement is reached on a lump-sum payment for future contract savings (see subparagraph (i)(4) below). Net acquisition savings are first realized, and the Contractor shall be paid a share, when Government costs and any negative instant contract savings have been fully offset against acquisition savings.

(2) Except in incentive contracts, Government costs and any price or cost increases resulting from negative instant contract savings shall be offset against acquisition savings each time such savings are realized until they are fully offset. Then, the Contractor's share is calculated by multiplying net acquisition savings by the appropriate Contractor's percentage sharing rate (see paragraph (f) above). Additional Contractor shares of net acquisition savings shall be paid to the Contractor at the time realized.

(3) If this is an incentive contract, recovery of Government costs on the instant contract shall be deferred and offset against concurrent and future contract savings. The Contractor shall share through the contract incentive structure in savings on the instant contract items affected. Any negative instant contract savings shall be added to the target cost or to the target price and ceiling price, and the amount shall be offset against concurrent and future contract savings.

(4) If the Government does not receive and accept all items on which it paid the Contractor's share, the Contractor shall reimburse the Government for the proportionate share of these payments.

(h) Contract adjustment. The modification accepting the VECP (or a subsequent modification issued as soon as possible after any negotiations are completed) shall--

(1) Reduce the contract price or estimated cost by the amount of instant contract savings, unless this is an incentive contract;

(2) When the amount of instant contract savings is negative, increase the contract price, target price and ceiling price, target cost, or estimated cost by that amount;

(3) Specify the Contractor's dollar share per unit on future contracts, or provide the lump-sum payment;

(4) Specify the amount of any Government costs or negative instant contract savings to be offset in determining net acquisition savings realized from concurrent or future contract savings; and

(5) Provide the Contractor's share of any net acquisition savings under the instant contract in accordance with the following:

(i) Fixed-price contracts--add to contract price.

(ii) Cost-reimbursement contracts--add to contract fee.

(i) Concurrent and future contract savings.

(1) Payments of the Contractor's share of concurrent and future contract savings shall be made by a modification to the instant contract in accordance with subparagraph (h)(5) above. For incentive contracts, shares shall be added as a separate firm-fixed-price line item on the instant contract. The Contractor shall maintain records adequate to identify the first delivered unit for 3 years after final payment under this contract.

(2) The Contracting Officer shall calculate the Contractor's share of concurrent contract savings by (i) subtracting from the reduction in price negotiated on the concurrent contract any Government costs or negative instant contract savings not yet offset and (ii) multiplying the result by the Contractor's sharing rate.

(3) The Contracting Officer shall calculate the Contractor's share of future contract savings by (i) multiplying the future unit cost reduction by the number of future contract units scheduled for delivery during the sharing period, (ii) subtracting any Government costs or negative instant contract savings not yet offset, and (iii) multiplying the result by the Contractor's sharing rate.

(4) When the Government wishes and the Contractor agrees, the Contractor's share of future contract savings may be paid in a single lump sum rather than in a series of payments over time as future contracts are awarded. Under this alternate procedure, the future contract savings may be calculated when the VECP is accepted, on the basis of the Contracting Officer's forecast of the number of units that will be delivered during the sharing period. The Contractor's share shall be included in a modification to this contract (see subparagraph (h)(3) above) and shall not be subject to subsequent adjustment.

(5) Alternate no-cost settlement method. When, in accordance with subsection 48.104-4 of the Federal Acquisition Regulation, the Government and the Contractor mutually agree to use the no-cost settlement method, the following applies:

(i) The Contractor will keep all the savings on the instant contract and on its concurrent contracts only.

(ii) The Government will keep all the savings resulting from concurrent contracts placed on other sources, savings from all future contracts, and all collateral savings.

(j) Collateral savings. If a VECP is accepted, the Contracting Officer will increase the instant contract amount, as specified in paragraph (h)(5) of this clause, by a rate from 20 to 100 percent, as determined by the Contracting Officer, of any projected collateral savings determined to be realized in a typical year of use after subtracting any Government costs not previously offset. However, the Contractor's share of collateral savings will not exceed the contract's firm-fixed-price, target price, target cost, or estimated cost, at the time the VECP is accepted, or \$100,000, whichever is greater. The Contracting Officer will be the sole determiner of the amount of collateral savings.

(k) Relationship to other incentives. Only those benefits of an accepted VECP not rewardable under performance, design-to-cost (production unit cost, operating and support costs, reliability and maintainability), or similar incentives shall be rewarded under this clause. However, the targets of such incentives affected by the VECP shall not be adjusted because of VECP acceptance. If this contract specifies targets but provides no incentive to surpass them, the value engineering sharing shall apply only to the amount of achievement better than target.

(l) Subcontracts. The Contractor shall include an appropriate value engineering clause in any subcontract of \$150,000 or more and may include one in subcontracts of lesser value. In calculating any adjustment in this contract's price for instant contract savings (or negative instant contract savings), the Contractor's allowable development and implementation costs shall include any subcontractor's allowable development and implementation costs, and any value engineering incentive payments to a subcontractor, clearly resulting from a VECP accepted by the Government under this contract. The Contractor may choose any arrangement for subcontractor value engineering incentive payments; provided, that the payments shall not reduce the Government's share of concurrent or future contract savings or collateral savings.

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

"These data, furnished under the Value Engineering clause of contract, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to

use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations."

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

FAR: <http://www.arnet.gov/far>
 DFARS: <http://www.dtic.mil/dfars/>
 NFAS: <http://acq.navfac.navy.mil/nfas.asp>

(End of clause)

252.203-7004 Display of Fraud Hotline Poster(s) (DEC 2012)

(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).

(1) The Contractor shall display prominently in common work areas within business segments performing work in the United States under Department of Defense (DoD) contracts DoD hotline posters prepared by the DoD Office of the Inspector General. DoD hotline posters may be obtained via the Internet at http://www.dodig.mil/HOTLINE/hotline_posters.htm.

(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.

(c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in all subcontracts that exceed \$5 million 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)

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 date of award through the end of the last exercised option year.

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

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

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

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

(End of Clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (MAR 2006)

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

(b) Except as provided in paragraph (c) of this clause, the Contractor and its subcontractors, if performing or traveling outside the United States under this contract, shall--

(1) Affiliate with the Overseas Security Advisory Council, if the Contractor or subcontractor is a U.S. entity;

(2) Ensure that Contractor and subcontractor personnel who are U.S. nationals and are in-country on a non-transitory basis, register with the U.S. Embassy, and that Contractor and subcontractor personnel who are third country nationals comply with any security related requirements of the Embassy of their nationality;

(3) Provide, to Contractor and subcontractor personnel, antiterrorism/force protection awareness information commensurate with that which the Department of Defense (DoD) provides to its military and civilian personnel and their families, to the extent such information can be made available prior to travel outside the United States; and

(4) Obtain and comply with the most current antiterrorism/force protection guidance for Contractor and subcontractor personnel.

(c) The requirements of this clause do not apply to any subcontractor that is--

(1) A foreign government;

(2) A representative of a foreign government; or

(3) A foreign corporation wholly owned by a foreign government.

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from Naval Criminal Investigative Service (NCIS), Code 21; telephone, DSN 288-9077 or commercial (202) 433-9077.

(End of clause)

5252.201-9300 CONTRACTING OFFICER AUTHORITY (JUN 1994)

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

(End of Clause)

5252.242-9300 GOVERNMENT REPRESENTATIVES (OCT 1996)

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

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

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

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

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

Exhibit/Attachment Table of Contents

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Attachment 1	Past Performance Questionnaire		
Attachment 2	Exhibit A Price Proposal Sheet		30-OCT-2014
Attachment 3	Certificate of Non- Disclosure		10-FEB-2015
Attachment 4	Contract Data Requirement List		10-FEB-2015

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY REFERENCE

52.204-7	System for Award Management	JUL 2013
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.222-38	Compliance With Veterans' Employment Reporting Requirements	SEP 2010
52.225-20	Prohibition on Conducting Restricted Business Operations in Sudan--Certification	AUG 2009
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2014)

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

(2) The small business size standard is \$15 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. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.
- (vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.
- (vii) 52.214-14, Place of Performance – Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.
- (viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.
- (ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.
- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
 - (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.
- (x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.
- (xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.
- (xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.
- (xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.
- (xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

- (xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.
- (xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.
- (xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.
- (A) If the acquisition value is less than \$25,000, the basic provision applies.
- (B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.
- (C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.
- (D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.
- (xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.
- (xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.
- (xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran--Representation and Certifications. This provision applies to all solicitations.
- (xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--
- (A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and
- (B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.
- (2) The following certifications are applicable as indicated by the Contracting Officer:
- N/A (i) 52.219-22, Small Disadvantaged Business Status.
- N/A (A) Basic.
- N/A (B) Alternate I.
- N/A (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.
- N/A (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Certification.
- X (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Certification.
- N/A (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA--Designated Products (Alternate I only).
- N/A (vi) 52.227-6, Royalty Information.

N/A (A) Basic.

N/A (B) Alternate I.

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

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

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

(End of provision)

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (AUG 2014)

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

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

(i) 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country. Applies to all solicitations expected to result in contracts of \$150,000 or more.

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

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

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

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

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

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

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

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

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

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

___ Use with Alternate I.

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

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

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

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

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

INSTRUCTION TO OFFERORS**L.1 INQUIRIES BY PROSPECTIVE OFFERORS**

Questions concerning any aspect of this solicitation shall be submitted via email to the Contract Specialist, Dyanne Van Der Kamp at dyanne.vanderkamp@navy.mil with copy to Michael Thompson at michael.d.thompson4@navy.mil. Please submit questions by April 15, 2015 at 2:00 p.m. Pacific and allow 4-5 business days for responses. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. The email must reference the solicitation number. All questions will be answered via written amendment to the solicitation.

L.2 ORGANIZATION OF OFFER

1. Organization and Content. Each offer shall contain all pertinent information in sufficient detail to conduct an effective evaluation. The information shall be organized as follows:

- a. Cover Letter. A letter containing the following:
 - i. Name and address of offeror;
 - ii. The name of the person or persons authorized to represent the offeror in contractual matters, including final negotiations; and
 - iii. The address and telephone number for the authorized representative of the offeror.
- b. SF 33
- c. Volume I - Technical Proposal
- d. Volume II – Price Proposal

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

VOLUME	FACTOR	PAGE LIMITATION	TITLE
I	1	42	Key Personnel
I	2	N/A	Past Performance
I	3	2	Safety Narrative
II	4	N/A	Price Proposal

2. Each factor of the proposal shall be a separate PDF clearly marked as to volume number, title, copy number, solicitation identification, the offeror's name and technical factor. The cover letter, SF 33, Volume I, and Volume II shall be submitted as four (4) separate PDFs.

3. The proposal shall contain a detailed table of contents to outline the subparagraphs within that volume.

4. The proposal shall contain a glossary of all abbreviations and acronyms used, with an explanation for each. Glossaries do not count against page limitations.

5. Submission of the proposal shall be typewritten and shall be presented on Standard 8.5 x 11 inch page size, one-inch margins, single-spacing using not less than 12-point Times New Roman font print. Each section shall start on a new page; pages shall be sequentially numbered and identified with the name of the offeror and the RFP number. Pages submitted that exceed the limits in the chart above will not be considered in the evaluation. The cover letter, blank pages, tables of contents, glossaries, and indexes are not considered a "page" for page limit purposes.

L.3 PREPARATION OF OFFERS

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

1. Offerors are expected to examine and comply with all instructions. Failure to do so will be at the Offerors risk and may cause the proposal to be eliminated to be considered for award. Alternate proposals are not allowed and will not be considered or evaluated by the Government.
2. Each Offeror shall furnish the information required by the solicitation. The Offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. THE PERSON SIGNING THE OFFER MUST INITIAL ERASURES OR OTHER CHANGES. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
3. Each volume shall be marked with the name of the prime proposer, the solicitation number, and the date and time specified for receipt of proposals. Offers not received at the email address shown in paragraph L.4 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 (JAN 2004).
4. To aid in evaluation, proposals shall be clearly and precisely written as well as neat, indexed, and/or cross-referenced, if appropriate, and logically assembled consistent with the selection criteria.
5. The Offeror shall clearly state in their proposal how they intend to execute this contract. Mere acknowledgment or restatement of a requirement or task is not acceptable. Relevance to the effort listed herein is critical.
6. Unclassified proposals are required.
7. Legible tables, charts, graphs, diagrams, schematics and figures shall be used wherever practical to depict organizations, systems and layout, implementation schedules, design drawings, and plans. These displays shall be uncomplicated, legible and shall not exceed 11 x 17 inches in size. **The 11 x 17 inch page size shall only be used for large tables, charts, graphs, diagrams and schematics, not for pages of text.** For tables, charts, graphs and figures, the font shall be no smaller than 12 point Times New Roman. Design drawings may be in offeror's format, provided standard commercial policies and practices are followed. All information (except documentation numbers, classification markings, and page numbers) shall be contained within an image area of 9 x 15-1/2 inches.
8. The contractor’s response shall be in the English language.

L.4 SUBMISSION OF OFFERS

The proposals shall be submitted electronically to dyanne.vanderkamp@navy.mil. Multiple emails may be necessary due to file size limitations. Confirm receipt of your proposal. Proposals not received on or before the hour and date set forth for receipt of proposals shall be subject to the provisions of 52.215-1 INSTRUCTIONS TO OFFERORS-- COMPETITIVE ACQUISITION (JAN 2004). Modifications, amendments, or withdrawal of proposals should also be submitted to the above email address.

L.5 EVALUATION METHODOLOGY FOR SUBMISSION OF PROPOSALS

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

A. Non-Cost/Price Factors:

Factor 1 – Key Personnel
 Factor 2 – Safety
 Factor 3 – Past Performance

B. Factor 4- Price

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

(1) **Factor 1, Key Personnel:** Submit resumes for the individuals proposed to fill each of the Key Personnel positions listed in the solicitation. If subcontractors are to be used to fill any of the Key Personnel positions, resumes shall be included with the present company affiliation clearly identified. Each resume shall not exceed three pages in length. Each resume shall include, at a minimum: the individual's job title; relevant work experience, education and qualifications; contract numbers of any work experience performed under Government contract; references with current email addresses and phone numbers; and state whether the individual is presently employed with the Offeror, a proposed subcontractor, or whether they are proposed under a "Letter of Intent". The Offeror shall certify that the proposed personnel shall be available within one week of notice to proceed. The Offeror is required to submit a current, signed "Letter of Intent" for all personnel that are contingent hires and whose resumes are submitted as part of the proposal. The "Letter of Intent" must be signed by the company and the employee and is not included in the two-page limit. The meaning of "current" as used in this factor is defined as within 30 days prior to submission of proposal. A "Letter of Intent" that states that personnel working on other contracts in various global locations are willing and ready to support the contract is acceptable. The work history of each Key Personnel must contain experience on work performed for like, or similar, requirements to that described in the PWS and the depth of relevant experience in years. All key personnel must be available full-time.

(2) **Factor 2, Safety:** 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 subcontracting safety narrative is required. EMR and DART Rates shall not be submitted for subcontractors.

(a) 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. You may address any extenuating circumstances that affected your EMR subject to the two page limit applicable to this factor.

(b) 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 do not have an OSHA DART Rate, affirmatively state so, and explain why. You may address any extenuating circumstances that affected your OSHA DART Rate subject to the two page limit applicable to this factor.

(c) Subcontracting Safety Narrative

Describe the plan that the Offeror will implement to evaluate the safety performance of potential subcontractors, as a part of the subcontractor selection process. Also describe any innovative methods that the Offeror will employ to ensure subcontractors apply safe work practices and to monitor subcontractor safety performance. All information submitted under this factor including the Subcontracting Safety Narrative is limited to two pages.

(3) **Factor 3, Past Performance:** Offerors may submit materials on up to five contracts that demonstrate the offeror's ability to successfully deliver 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.

(a) Past Performance Evaluation Forms

For each contract, the offeror must submit a completed Contractor Performance Assessment Reporting System (CPARS) evaluation or a Past Performance Questionnaire (PPQ). If a completed CPARS evaluation is available on the CPARS website for the contract, the offeror must submit the CPARS evaluation for the contract. If there is not a completed CPARS evaluation for the contract, a PPQ must be submitted. A PPQ form is included as 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, Dyanne Van Der Kamp via email at dyanne.vanderkamp@navy.mil prior to proposal closing date. An offeror should not submit a PPQ when a completed CPARS evaluation is available.

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

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

(b) Narrative Statement

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

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

Offerors shall submit the following information for this factor:

(a) Cover Letter

(b) Compensation Plan

The Offerors shall submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. Supporting information shall include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

(c) Completed Schedule of Total Estimated Price (See Attachment J-2 of the Solicitation)

Offerors shall submit with their price proposal a completed Schedule of Total Estimated Price, Attachment J-2. Attachment J-2 consists of two parts: Total Estimated Price by IDIQ CLIN and Total Estimated Price. Instructions for each section are as follows:

TOTAL ESTIMATED PRICE BY IDIQ CLIN

Offerors shall complete and submit a separate schedule by CLIN (totaling ten schedules) for all associated costs for each CLIN.

Offerors are instructed not to modify or submit alternate costs for the FFP CLINs 0002, 0004, 0006, 0008 and 0010; offerors are instructed to use and incorporate the Government provided estimated cost into their Completed Schedule of Total Estimated Price.

For the FFP CLINs 0001, 0003, 0005, 0007, and 0009, Offerors are instructed to provide fully priced labor rates (inclusive of profit and any associated markups) for all labor categories. Upon award, offeror proposed fully priced labor rates shall be binding as not-to-exceed rates on future FFP task orders. Offerors shall use the Government-provided labor categories and labor hours.

Annual Labor Hours by Labor Category - As indicated above, the offeror shall use the following Government estimated annual labor hours and labor categories on the FFP CLINs 0001, 0003, 0005, 0007, and 0009:

Labor Category	Base Year Hours	Option 1 Hours	Option 2 Hours	Option 3 Hours	Option 4 Hours
Program Manager	1,920	1,920	1,920	1,920	1,920
Lead FECTL-Washington D.C.	1,920	1,920	1,920	1,920	1,920
FECTL-Washington, D.C.	1,920	1,920	1,920	1,920	1,920
FECTL-Jacksonville, FL	1,920	1,920	1,920	1,920	1,920
FECTL-Norfolk, VA	1,920	1,920	1,920	1,920	1,920
FECTL-Kitsap-Bangor, WA	1,920	1,920	1,920	1,920	1,920
FECTL-Naples, Italy	1,920	1,920	1,920	1,920	1,920
FECTL-Yokosuka, Japan	1,920	1,920	1,920	1,920	1,920
FECTL-San Diego, CA	1,920	1,920	1,920	1,920	1,920
FECTL-Pearl Harbor, HI	1,920	1,920	1,920	1,920	1,920
Senior Program Analyst	1,920	1,920	1,920	1,920	1,920
Program Analyst	1,920	1,920	1,920	1,920	1,920
Program Analyst	1,920	1,920	1,920	1,920	1,920
Engineer	1,920	1,920	1,920	1,920	1,920
Total Level of Effort	26,880	26,880	26,880	26,880	26,880

Other Direct Costs - As indicated above, offerors shall use the following Government estimated annual ODCs on the FFP CLINs 0002, 0004, 0006, 0008, and 0010:

ODCs: Materials and Travel	Base Year	Option 1	Option 2	Option 3	Option 4
	\$288,238	\$294,003	\$299,883	\$305,880	\$311,998

TOTAL ESTIMATED PRICE

Offerors must also submit a separate schedule that provides the total IDIQ price. All elements of price shown on the Total Estimated Price schedule must be consistent with the separate IDIQ 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.

CLAUSES INCORPORATED BY REFERENCE

52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
52.222-46	Evaluation Of Compensation For Professional Employees	FEB 1993

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an Indefinite Delivery/Indefinite Quantity contract with firm fixed price task orders resulting from this solicitation.

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Elizabeth Corder, NAVFAC EXWC ACQ72, 1100 23rd Avenue, Building 1100, Port Hueneme, CA 93043-4301 or elizabeth.corder@navy.mil.

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

(End of provision)

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

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

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

(End of provision)

Section M - Evaluation Factors for Award

BASIS FOR EVALUATION

M.1 BASIS FOR AWARD

1. The Government intends to award a contract resulting from this solicitation to the responsible offeror whose proposal represents the best value after evaluation in accordance with the factors in this solicitation and using the evaluation methodology as described in Section L.
2. Offers are solicited on an “all or none” basis in accordance with Section L, FAR 52.215-1, Instructions to Offerors – Competitive Acquisition. Failure to submit prices of all items and quantities listed shall be cause for rejection of the proposal.
3. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with and comply with the instructions given in this solicitation document and must satisfy the requirements set forth in this contract.
4. Offerors are reminded that in accordance with FAR Part 52.215-1, the Government reserves the right to reject any or all proposals at any time prior to selection, to negotiate with any or all offerors, to award a contract to other than the offeror submitting the lowest total price, and to award a contract to the offeror submitting the proposal determined to be the best value and most advantageous to the Government. Award may be made based on the initial proposals, without discussion or contact concerning the proposals received. Therefore, offerors initial proposals should contain their most favorable price and technical terms. Offerors will also be notified that should discussions be deemed necessary, the number of proposals in the competitive range may be limited to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.2 EVALUATION FACTORS/BEST VALUE SELECTION

1. The relative order of importance of the non-cost/price evaluation factors is the technical factors (Factors 1 and 2) are of equal importance to each other and, when combined, are equal in importance to the past performance evaluation/performance confidence assessment factor (Factor 3). When the proposal is evaluated as a whole, the technical factors and past performance/performance confidence assessment factor combined (i.e., the non-cost/price evaluation factors) are approximately equal to price.

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

A. Non-Cost/Price Factors:

- Factor 1 – Key Personnel
- Factor 2 – Safety
- Factor 3 – Past Performance

B. Factor 4-Price

(i) Factor 1 – Key Personnel: The Government will evaluate the extent to which the resumes submitted demonstrate the Offeror’s experience, education, and qualifications to successfully meet the requirements of the PWS.

(ii) Factor 2 – Safety: The Government is seeking to determine that the offeror has consistently demonstrated a commitment to safety (utilizing the EMR and DART rates) and that the offeror plans to properly manage and implement safety procedures for its subcontractors. The Government’s evaluation of the safety factor will

collectively consider the following three elements for each offeror: (1) Experience Modification Rate; (2) OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate; and (3) Subcontracting Safety Narrative. In addition, the Government may consider any available adverse safety information about the offeror regardless of whether the information was provided by the offeror. Based on a collective evaluation of these three elements and any available adverse safety information, the Government will assign an adjectival rating to each offeror for this factor in accordance with the technical ratings table provided at the beginning of Section M.

a) Experience Modification Rate (EMR)

The Government will evaluate the EMR to determine if the offeror has demonstrated a history of safe work practices considering any extenuating circumstances provided that would indicate the rate is not an accurate measure of actual safety performance. Lower EMRs will be evaluated more favorably.

As a general guideline, the Government will use the table below to assist in evaluating the EMRs of the offerors.

<u>Risk</u>	<u>EMR</u>
Very Low Risk	Less than 0.6
Low Risk	From 0.6 to less than 0.8
Moderate Risk	From 0.8 to 1.0
High Risk	Greater than 1.0 to 1.1
Extremely High Risk	Greater than 1.1

b) 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 considering any extenuating circumstances provided that would indicate the rate is not an accurate measure of actual safety performance. Lower OSHA DART Rates will be evaluated more favorably.

For consistency, as a general guideline, the Government will use the table below to assist in evaluating the DART rates of the offerors.

<u>Risk</u>	<u>DART Rate</u>
Very Low Risk	Less Than 1.0
Low Risk	From 1.0 to 1.99
Moderate Risk	From 2.0 to 2.99
High Risk	From 3.0 to 4.0
Extremely High Risk	Greater than 4.0

c) Subcontracting Safety Narrative

The Government will evaluate the subcontracting safety narrative to determine the degree to which subcontractor safety performance will be considered in the selection of subcontractors. The Government will also evaluate the effectiveness of the methods that the offeror will employ to ensure subcontractors utilize safe work practices and to monitor subcontractor safety performance.

(iii) Factor 3 – Past Performance: The Government will evaluate each offeror's past performance using a two-step process. First, the Government will evaluate the relevancy of all contracts submitted by the offeror and other information available (Relevancy Assessment). Second, the Government will, considering relevancy and the offeror's performance on those contracts, assign a Performance Confidence Assessment Rating.

a) Relevancy Assessment

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

b) Overall Performance Confidence Assessment Rating

Taking into account the Relevancy Assessment (Step 1), and the quality of performance on the past contracts, the Government will assign an overall performance confidence assessment rating for this factor (past performance rating) based on the scale in the table below. 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	Based on the offeror’s recent/relevant performance record, the Government has a high

Confidence	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.

(iv) Factor 4 – Price: The Government will evaluate price based on the total price. Total price consists of the sum of the base CLINs and all option CLINs (see Section B of the solicitation). The Government intends to evaluate all options and has included the provision FAR 52.217-5, Evaluation of Options (JUL 1990) in Section M of the solicitation. In accordance with FAR 52.217-5, evaluation of options will not obligate the Government to exercise the option(s). Analysis will be performed by one or more of the following techniques to ensure a fair and reasonable price:

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

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

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

Compensation Plan: The Government will evaluate the compensation plan to assess whether all professional employees expected to work on the contract are compensated fairly and properly. Plans indicating unrealistically low professional employee compensation may be assessed adversely as one of the factors considered in making an award.

CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990