

<b>SOLICITATION, OFFER AND AWARD</b>			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING	PAGE OF PAGES 1   64	
2. CONTRACT NO.		3. SOLICITATION NO. N39430-15-R-1654		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 17 Jul 2015	
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) <b>See Item 7</b>		CODE	
TEL:		FAX:		TEL:		FAX:	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 2 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 02:00 PM local time 17 Aug 2015  
(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 MEADOW M. RIVAS	B. TELEPHONE (Include area code) (NO COLLECT CALLS) 805-982-4566	C. E-MAIL ADDRESS meadow.rivas@navy.mil
---------------------------	----------------------------	---	--

### 11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I - THE SCHEDULE</b>				<b>PART II - CONTRACT CLAUSES</b>			
X	A	SOLICITATION/ CONTRACT FORM	1	X	I	CONTRACT CLAUSES	40 - 47
X	B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 7	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS</b>			
X	C	DESCRIPTION/ SPECS./ WORK STATEMENT	8 - 29	X	J	LIST OF ATTACHMENTS	48
	D	PACKAGING AND MARKING		<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>			
X	E	INSPECTION AND ACCEPTANCE	30	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	49 - 55
X	F	DELIVERIES OR PERFORMANCE	31 - 32				
X	G	CONTRACT ADMINISTRATION DATA	33 - 36	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	56 - 60
X	H	SPECIAL CONTRACT REQUIREMENTS	37 - 39	X	M	EVALUATION FACTORS FOR AWARD	61 - 64

### 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)	<input type="checkbox"/>	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	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
		(4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7)	CODE	25. PAYMENT WILL BE MADE BY	CODE
26. NAME OF CONTRACTING OFFICER (Type or print) 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	EMS Web Services (Base Year) FFP Provide labor services to perform maintenance, programming and administration support services for the EMSWeb application worldwide.	UNDEFINED	Each		

Schedule of Negotiated  
Fully Burdened Labor Hourly Rates And Maximum Profit Factor

The negotiated labor categories and corresponding priced hourly rate is as follows:

Labor Category	Hourly Rate
Program Management	
Design Architect	
Senior Programmer	
Senior Database Developer	
Systems Analyst	
Maximum Profit	

Contractor proposal for a task order with an anticipated start work date within the Base Year period will be costed/priced using hourly rates set forth above and a profit factor that does not exceed that set forth above.

Profit amount on individual task orders is determined by applying the profit factor to total labor costs.

FOB: Destination

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0002 OPTION	EMS Web Services (Option Year 1) FFP Provide labor services to perform maintenance, programming and administration support services for the EMSWeb application worldwide.		Each		
----------------	---	--	------	--	--

Schedule of Negotiated

Fully Burdened Labor Hourly Rates And Maximum Profit Factor

The negotiated labor categories and corresponding priced hourly rate is as follows:

Labor Category	Hourly Rate
----------------	-------------

Program Management	
Design Architect	
Senior Programmer	
Senior Database Developer	
Systems Analyst	
Maximum Profit	

Contractor proposal for a task order with an anticipated start work date within the Option Year 1 period will be costed/priced using hourly rates set forth above and a profit factor that does not exceed that set forth above.

Profit amount on individual task orders is determined by applying the profit factor to total labor costs.

FOB: Destination

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0003 OPTION	EMS Web Services (Option Year 2) FFP Provide labor services to perform maintenance, programming and administration support services for the EMSWeb application worldwide.		Each		
----------------	---	--	------	--	--

Schedule of Negotiated  
Fully Burdened Labor Hourly Rates And Maximum Profit Factor

The negotiated labor categories and corresponding priced hourly rate is as follows:

Labor Category	Hourly Rate
----------------	-------------

Program Management	
Design Architect	
Senior Programmer	
Senior Database Developer	
Systems Analyst	
Maximum Profit	

Contractor proposal for a task order with an anticipated start work date within the Option Year 2 period will be costed/priced using hourly rates set forth above and a profit factor that does not exceed that set forth above.

Profit amount on individual task orders is determined by applying the profit factor to total labor costs.

FOB: Destination

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	-----------------	------	------------	------------

0004 OPTION	EMS Web Services (Option Year 3) FFP Provide labor services to perform maintenance, programming and administration support services for the EMSWeb application worldwide.		Each		
----------------	---	--	------	--	--

Schedule of Negotiated  
Fully Burdened Labor Hourly Rates And Maximum Profit Factor

The negotiated labor categories and corresponding priced hourly rate is as follows:

Labor Category	Hourly Rate
----------------	-------------

Program Management	
Design Architect	
Senior Programmer	
Senior Database Developer	
Systems Analyst	
Maximum Profit	

Contractor proposal for a task order with an anticipated start work date within the Option Year 3 period will be costed/priced using hourly rates set forth above and a profit factor that does not exceed that set forth above.

Profit amount on individual task orders is determined by applying the profit factor to total labor costs.

FOB: Destination

---

MAX  
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
---------	-------------------	--------------	------	------------	------------

0005 OPTION	EMS Web Services (Option Year 4) FFP Provide labor services to perform maintenance, programming and administration support services for the EMSWeb application worldwide.		Each		
----------------	---	--	------	--	--

Schedule of Negotiated  
Fully Burdened Labor Hourly Rates And Maximum Profit Factor

The negotiated labor categories and corresponding priced hourly rate is as follows:

Labor Category	Hourly Rate
Program Management	
Design Architect	
Senior Programmer	
Senior Database Developer	
Systems Analyst	
Maximum Profit	

Contractor proposal for a task order with an anticipated start work date within the Option Year 4 period will be costed/priced using hourly rates set forth above and a profit factor that does not exceed that set forth above.

Profit amount on individual task orders is determined by applying the profit factor to total labor costs.

FOB: Destination

---

MAX  
NET AMT

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

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

CLIN	MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
------	------------------	----------------	------------------	----------------

0001	\$	\$
0002	\$	\$
0003	\$	\$
0004	\$	\$
0005	\$	\$

## Section C - Descriptions and Specifications

PWS - IDIQ

**Performance Work Statement (PWS)  
Environmental Management System Website (EMSWeb)  
Maintenance and Enhancement Support  
8 June 2015**

**1.0 GENERAL/ORGANIZATION/SCOPE/ BACKGROUND/OBJECTIVE****1.1 Organization to be supported:**

Commander, Navy Installations Command  
716 Sicard Street SE Suite 1000  
Washington, DC 20374-5140

Work is to be accomplished for the Commander, Navy Installations Command (CNIC).

The recurring phrase, "The contractor shall," means that the firm selected for this procurement will, in accordance with all applicable Federal, state, and local laws, regulations, guidance, and policies, furnish the necessary personnel, services, products, materials, equipment, knowledge, and expertise to successfully complete the tasks required under this contract.

**1.2 Scope:**

Environmental Management System Website (EMSWeb) is the Navy's government-owned, enterprise level web application to manage and store all data necessary for their EMS program, and perform data calls. While EMSWeb is owned by CNIC, the Program Manager is Naval Facilities Engineering Command (NAVFAC). EMSWeb provides a management tool for installation-level EMS programs Navy-wide to remain in ISO 14001 conformance, and improving their day to day operations. The EMSWeb application also contains functionality supporting the Conservation, Overseas Drinking Water and Radiology programs. As a result, NAVFAC has a need for functional and technical programmatic support to include maintenance, configuration, and technical support for EMSWeb.

This IDIQ is a Firm Fixed Price contract. This is a Performance Work Statement (PWS). The scope of this PWS is to provide services for functional and technical programmatic support to include maintenance, configuration, and other technical support for EMSWeb. The Contractor is responsible for achieving the desired results based upon their approach and internal processes. The Contractor shall provide all services, personnel, personnel supervision, materials, equipment and transportation necessary (except as otherwise specified herein) to accomplish the requirements of this PWS.

**1.2.1 Clearances and Licensing:**

Contractor personnel working on this contract shall be U.S. Citizens.

NAVFAC IT work is accomplished at IT level II in accordance with SECNAV M-5510.30. Appropriate background check levels should be at the National Agency Check with Law and Credit (NACLC) or higher level for all resources provided in support of this contract.

Work performed as part of executing this requirement will be at the Sensitive But Unclassified level. The contractor shall pursue and obtain final appropriate clearances (as defined by SECNAV M- 5510.30 at <https://doni.daps.dla.mil/SECNAV%20Manuals1/5510.30.pdf> - see sections 6-8 paragraph j.) for all personnel as required by individual task order. All contractor personnel shall have a successfully

adjudicated Access National Agency Check with Inquiries (ANACI) or National Agency Check with Local Agency (NACLA) as required by Information Technology (IT) level II "Limited Privileged Access". This shall also apply to all sub-contractor personnel.

In accordance with DOD 8570.1, which establishes IA workforce categories, contractor provided resources shall be certified at the appropriate IA levels based on work to be performed.

NAVFAC will provide the contractor access to all areas as necessary to support this effort.

### **1.2.2 Privacy Act:**

Work on this project requires that Contractor personnel have access to Privacy Information as identified in the Business System Overviews/Common Operating Environment. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code (USC), Section 552a (<http://www.gpo.gov/fdsys/granule/USCODE-2010-title5/USCODE-2010-title5-partI-chap5-subchapII-sec552a/content-detail.html>).

Contractor will be held liable for all data breaches where he/she is determined to be culpable (e.g., contract proprietary information, sensitive personnel information, etc.). Contractor will be held liable and be required for taking steps such as notifying affected parties or providing credit monitoring.

Contractor personnel shall sign a Non-Disclosure Form and submit to the COR/ACOR.

### **1.2.3 Access Requirements:**

Contractor employees shall fill out a Department of Homeland Security Employment Eligibility Verification, Form I-9. This form shall be submitted to the COR/ACOR.

Contractor personnel shall coordinate with the COR/ACOR to complete and submit an application for a DOD Common Access Card (CAC) through the Contractor Verification System (CVS). The issuance of a Common Access Card (CAC) to a contractor requires, at a minimum, a completed National Agency Check (NAC), or what is considered a trustworthiness check, as well as an initiated National Agency Check with Written Inquiries (NACI).

Once the CAC request has been approved, Contractor personnel will proceed to the designated CAC issuance location identified by the Government sponsor with the appropriate documentation to support their identification and/or citizenship. The CAC issuance location will then issue the CAC.

Contractor employees traveling overseas must be eligible to obtain a passport.

Contractor employees shall successfully complete an online Information Assurance (IA) training class (approximately 1.5 hours in duration) each year.

Contractor employees shall submit to the COR/ACOR a filled out System Authorization Access Request Form (SAAR) to obtain access to any Government system (remote or otherwise).

Within 7 working days upon completion of the contract, the contractor shall adhere to NAVFAC checkout procedures for the termination and/or collection of all Public Key Infrastructure (PKI), CAC, NAVFAC Badges, Parking Passes, and Parking Decals. This pertains to NAVFAC support contractors both on site and off site.

#### 1.2.4. Section 508 Accessibility Standards.

The following Section 508 Accessibility Technical Standard(s) (<http://www.section508.gov/summary-section508-standards#web>) are applicable (if box is checked) to this contract.

##### Technical Standards

- 1194.21 - Software Applications and Operating Systems
- 1194.22 - Web Based Intranet and Internet Information and Applications
- 1194.23 - Telecommunications Products
- 1194.24 - Video and Multimedia Products
- 1194.25 - Self-Contained, Closed Products
- 1194.26 - Desktop and Portable Computers
- 1194.41 - Information, Documentation and Support

*The Technical Standards above facilitate the assurance that the maximum technical standards are provided to the Offerors. Functional Performance Criteria (<http://www.section508.gov/summary-section508-standards#functional>) is the minimally acceptable standards to ensure Section 508 compliance. This block is checked to ensure that the minimally acceptable electronic and information technology (E&IT) products are proposed.*

#### 1.3 Background:

EMSWeb, a module of EPR Portal, is an enterprise automated business system maintained by the CNIC Service Delivery Point (SDP) within NMCI Norfolk, and managed by NAVFAC. The EMSWeb application is owned by the government. CNO N4 has funded EMSWeb to be the Navy's online, enterprise level web application to manage and store all data necessary for their EMS program. EMSWeb provides a management tool for installation-level EMS programs Navy-wide to remain in ISO 14001 conformance, and improving their day to day operations. The EMSWeb application also contains functionality supporting Conservation, Overseas Drinking Water and Radiology programs.

In addition to this PWS, a contractor is currently working on implementing the NAVFAC Hazardous Waste Enterprise Management System in EMSWeb until Feb 26, 2016. This implementation will change the EMSWeb programming code, and EMSWeb database structure. The NAVFAC Hazardous Waste Enterprise Management System project will require additional functionality updates and data migration currently estimated an additional 2-3 years after the Feb 26, 2016 date.

EMSWeb utilizes the .NET framework with a MS SQL database. EMSWeb currently has approximately 1100 active users, and approximately 100 GB of data. The EMSWeb application is built on a proprietary web application framework called C2 which facilitates rapid development and provides a robust design. EMSWeb utilizes a multi-layer, component-based approach which provides a very scalable and high performing solution.

The EMSWeb source code contains approximately 5,500 files. There are approximately 500,000 lines of code. The following attachments are meant to clarify the scope and complexity of the EMSWeb application:

- The attached file “EMS Data Dictionary.xls”, Attachment C-1 contains the data dictionary for EMSWeb.
- The attached file “High-Level Layered Architecture”, Attachment C-2, shows a very high-level summary view of the EMSWeb architecture.
- The attached file “Web.Config”, Attachment C-3, will provide a rough idea of the initialization needs of EMSWeb.
- The attached file, “CustomFieldsController”, Attachment C-4, and OrganizationsController”, Attachment C-5, are code samples of a random EMSWeb function. The purpose of this code sample is to demonstrate the EMSWeb architecture that utilizes multiple programming layers.
- The attached file, “EMSWeb Class Diagram.”, Attachment C-6, demonstrates the data classes currently used in EMSWeb.

EMSWeb currently supports three main projects, but will not be limited to these projects, which are:

1. Environmental Management Systems (EMS). This is mature functionality within EMSWeb, which requires maintenance including minor functionality updates. A comprehensive list of existing EMSWeb functionality can be found in the attached “EMSWeb Functionality”, Attachment C-7.
2. Radiology. This is a management system for the Navy’s Radiological Affairs Support Office management. The purpose of the management system is to track Radiology programs throughout the Navy, inspections and findings, oversight of permits and machines, and inventories. This is currently being implemented, and is expected to be finished by August, 2015. The initial design requirements are attached, “Radiological Requirements”, Attachment C-8. The Radiology project utilizes the same EMSWeb framework/database, but all data and functions will be separated from the other EMS data.
3. Hazardous Waste. The NAVFAC Hazardous Waste Enterprise Management System is to provide an online web application to track, manage and bill hazardous waste by the installations. Core requirements have been identified (see the file “HW System Core Consolidated Requirements”, Attachment C-9). These Core requirements is currently under implementation under an existing contract and is scheduled be completed by Feb 2016. The Hazardous Waste project utilizes the same EMSWeb framework/database, but all data and functions will be separated from the other EMS data.

As the NAVFAC Hazardous Waste Enterprise Management System is implemented at Navy installations, the NAVFAC Hazardous Waste Enterprise Management System will need to be customized to fully conform to the installation’s existing Hazardous Waste procedures. It is planned that a task order under this IDIQ to customize the NAVFAC Hazardous Waste Enterprise Management System will occur in the 1<sup>st</sup> quarter of FY16. Please note that there will be overlap between the period of performance for the planned task order and the period of performance for the existing contract implementing the Core Requirements.

#### **1.4 Objectives:**

The objective of this project is to provide maintenance, programming and administration support services for EMSWeb in a fashion that will effectively and efficiently enable management for the Department of Navy customers.

## 2.0 DEFINITIONS

- ACNO-IT - Assistant Chief of Naval Operations for Information Technology
- ACTR – Assistant Contract Technical Representative (NMCI Term)
- AHF – Application Hosting Facility
- ANACI – Access National Agency Check with Inquires
- AQL –Acceptable Quality Level
- ASDP – Abbreviated Systems Decision Paper
- ASP – Active Server Page?
- ATL – Automated Tape Library
- B2B – Business to Business
- BCA – Business Case Analysis
- BCP – Business Continuity Plan
- BMS - Business Management System
- BOY – Beginning of (Fiscal) Year
- BPM – Business Process Monitor (key piece of Mercury Topaz performance monitoring)
- C&A – Certification and Accreditation
- CA – Certification Agent
- CAC – Common Access Card
- CARS – Cyber Asset Reduction and Security
- CCB – Configuration Control Board
- CCR – Central Contractor Registration
- CCM – Configuration & Change Management
- CCMP – Configuration & Change Management Plans
- CDA - Central Design Agency
- CEC – Civil Engineering Corps
- CIAM – Command Information Assurance manager
- CIO – Command Information Officer
- CLIN – Contract Line Item Number
- CM - Configuration Management
- CMP – Configuration Management Board
- CNO – Chief of Navy Operations
- COB – Close Of Business
- COE – Common Operating Environment
- CONUS - Continental United States
- COOP – Continuity of Operations Plan
- COR – Contracting Officer’s Representative
- COTS – Commercial-off-the-shelf
- CPU – Central Processing Unit
- CTR – Contract Technical Representative (NMCI term)
- CUBIC – Computerized Utility Billing Integration System
- CVS – Contractor Verification System
- CYE – Calendar Year End

- DAA – Designated Approval Authority
- DADMS – Department of the Navy Applications and Database Management System
- DBMS – Data Base Management System
- DCPDS – Defense Civilian Personal Data System
- DECC – Defense Enterprise Computing Center
- DEERS – Defense Enrollment Eligibility Reporting System
- DFAR – Defense Federal Acquisition Regulation
- DIACAP – DoD Information Assurance Certification and Accreditation Process
- DISA – Defense Information Systems Agency
- DITSCAP – DoD Information Technology Security Certification and Accreditation Process
- DMS – Defense Messaging System
- DoD – Department of Defense
- DODD – Department of Defense Directive
- DODI – Department of Defense Instruction
- DON – Department Of Navy
- DSS – Decision Support System
- DWAS – Defense Working capital fund Accounting System
- EI – Enterprise Integration
- EOY – End Of (Fiscal) Year
- EP – Execution Plan
- ESRI - Environmental Systems Research Institute (a leading geographic information systems vendor)
- EUL - End User Layer
- FAM – Functional Area Manager
- FAR – Federal Acquisition Regulation
- FAQ – Frequently Asked Questions
- FEC – Facilities Engineering Command
- FMO - Financial Management Office
- FY – Fiscal Year
- GF – General Fund
- GIS – Geographic Information Systems
- GPO – Group Policy Objects
- GPS – Global Positioning System
- HVAP – Heating, Ventilation and Air Conditioning
- HTMLDB – Hyper Text Markup Language Data Base (an Oracle Portal Development Environment)
- IA – Information Assurance
- IAM – Information Assurance Manager
- IAVA – Information Assurance Vulnerability Alert
- IAVB – Information Assurance Vulnerability Bulletin
- IAW – In Accordance With
- IPT – Integrated Product Team
- IT – Information Technology
- IV&V – Independent Verification and Validation
- JPAS – Joint Personal Adjudication System
- JSP - Java Server Pages
- LDAP – Lightweight Directory Access Protocol
- LAMDB – Legacy Asset Management Database
- LNS – Legacy Network Shutdown
- LUN – Logical Unit
- MQC - Mercury Quality Center
- NACLA – National Agency Check with Local Agency
- NACLCL - National Agency Check with Law and Credit

- NAS – Network Attached Storage
- NASP - NAVFAC Application Service Provider
- NAVFAC – Naval Facilities Engineering Command
- NBVC – Navy Base Venture County
- NET – Navy Enterprise Transportation
- NAVNETWARCOM – Navy Network Warfare Command
- NFELC – Naval Facilities Expeditionary Logistics Center
- NITC – NAVFAC Information Technology Center
- NMCI – Navy Marine Corps Intranet
- NWCF – Navy Working Capital Fund
- OCONUS – Outside Continental United States
- OCS – Oracle Collaboration Suite
- ODAA – Operations Designated Approval Authority
- OEM – Oracle Enterprise Manager
- OLTP - On Line Transactional Processing
- ONE-NET – OCONUS Navy Enterprise Network
- OO – Contracting Officer
- OS – Operating System
- OST – Operational Support Team
- PEO-EIS – Program Executive Office for Enterprise Information Systems
- PKE – Public Key Enabling
- PKI – Public Key Infrastructure
- POA&M – Plan of Actions and Milestones
- POC – Point Of Contact
- PW – Public Works
- PWS – Performance Work Statement
- QA/CM – Quality Assurance/Configuration Management
- QASP – Quality Assurance Surveillance Plan
- QC – Quality Control
- QTP – Quick Test Professional
- RDMBS – Relational Data Base Management System
- RFA – Request for Action
- ROI – Return on Investment
- SA – System Administrator
- SAAR – System Authorization Access Request
- SAN – Storage Area Network
- SCADA – Supervisory Control and Data Acquisition
- SECNAV – Secretary of the Navy
- SDE – Spatial Data Engine
- SDP – System Decision Paper
- SLIN – Sub Line Item Number
- SPAWAR – Navy Space Warfare Command
- SPM – Single Platform MAXIMO®
- SRR - System Readiness Review
- SSBI – Single Source Background Investigation
- ST&E – Security Test & Evaluation
- STIG – Security Technical Implementation Guide
- TF – Task Force
- Tier 1 support – Response and routing of user initiated telephone help calls, emails and online submissions from the CIO Support Tracking System on the NAVFAC Portal.
- Tier 2 support – Advanced response to help calls referred from Tier 1.

- TOM – Task Order Manager
- TPS – Test Plan/Script
- TRM – Total Resource Management
- TSO – Time Sharing Option
- UPS – Uninterrupted Power Supply
- USC – US Code
- VSS- Visual Source Safe
- VUGen – Virtual User Generator (Mercury product for creating monitoring plans and scripts)

### 3.0 EMSWeb PWS DESCRIPTION & DELIVERABLES

#### Introduction/Summary

EMSWeb functionality includes allowing users to assign/respond to tasks, maintain a document repository, create audits and/or inspections, fill out checklists, create and manage findings, management of monitoring data, create/manage data calls, create queries, charts and tables, custom reports, and export data into excel/PDFs.

EMSWeb utilizes the .NET framework with a MS SQL database. EMSWeb currently has approximately 1100 active users, and approximately 100 GB of data. The usage of EMSWeb provides the Navy an online tool to comply with environmental regulations, including the conformance of EMS programs and annual data calls (including Conservation’s Natural Resources and Cultural Resources data calls).

The EMSWeb functional area will consist of programming, maintenance and administration support for EMSWeb. Services required are as follows:

- Perform EMSWeb maintenance tasks, such as maintaining databases, server settings, fixing bugs, and performing minor updates to existing functions.
- Perform programming for updates to existing or new functionality.
- Perform optimization support including database optimization, data caching, and increasing user-friendliness.
- Provide data migration support for transferring data into EMSWeb.

All contractor personnel shall have a successfully adjudicated Access National Agency Check with Inquiries (ANACI) or National Agency Check with Local Agency (NACLA) as required by Information Technology (IT) level II “Limited Privileged Access”.

### 3.1 EMSWeb Maintenance

**Overview:** The Contractor shall perform maintenance tasks to ensure that EMSWeb is working smoothly for the end user. The EMSWeb maintenance tasks shall cover all functionality, including those functions supporting the EMS, Radiology, Overseas Drinking Water and Hazardous Waste programs.

#### 3.1.1 Application Administration

**Overview:** The contractor shall provide day-to-day application and database administration support. Contractor shall have a working knowledge of applications, systems, and underlying mid-tier technologies. Specific technologies are listed under Section 11.0, Key Personnel Positions, for the Senior Programmer.

**Work Description:** Contractor shall provide administration for EMSWeb, hosted at the CNIC Service Delivery Point at NMCI Norfolk. Administration tasks include user management, application configuration, and application/database security management.

Contractor shall provide database administration for systems in the development and test environments. Database administration tasks include performance optimization, schema management, security management, synchronization management, replication management, promotion support, developer support, database system documentation, and EUL management.

Contractor shall ensure that accounts and passwords are managed in accordance with DoD and Navy Standards. Contractor shall document all changes to configurations in compliance with NAVFAC CIO policy and guidance.

**Objectives:**

- A. Ensure application availability through user management, configuration, and security administration.
- B. Mitigate all risk assessments for database security.
- C. Provide database administration for applications and systems in the development and test environments.

### **3.1.2 Application Bug Fixing and Minor Updates**

**Overview:** The Contractor shall maintain the existing functionality of EMSWeb by performing bug fixes and minor updates.

**Work Description:** The Contractor shall fix bugs, as identified and prioritized by the government, in a reasonable and efficient manner.

The Contractor shall perform minor programming updates to existing functions (such as adding a field to a form, adding a column to a table, or creating a report using existing data), as identified by the COR/ACOR.

**Objectives:**

- A. Keep EMSWeb outages to a minimum.
- B. Maintain the responsiveness of EMSWeb to the end-user.
- C. Ensure functionality is working as intended for the EMSWeb end-user.

### **3.1.3 Optimization**

**Overview:** System optimization is an ongoing task required for successful system operation.

**Work Description:** The Contractor shall provide support for optimization and performance tuning of application code, queries, scripts, and databases. Tasks include monitoring performance, analysis of results, recommendation for optimization/tuning, implementation, performance validation, and documentation of changes.

**Objectives:**

- A. Provide recommendations for optimization and performance tuning.

## **3.2 Application Programming**

**Overview:** The Contractor shall use the requirements to implement programming code to fulfill those requirements. Requirements can be clarified/updated through agreement with the COR/ACOR. This will allow the Contractor to propose alternate means of implementing the desired goals that drive the requirements.

### 3.2.1 Modifying Application Programming

**Overview:** Provide modification to the EMSWeb programming , including updating existing functionality and creating new functionality.

**Work Description:** Requirements can be clarified/updated through agreement with the COR/ACOR. This will allow the Contractor to propose alternate means of implementing the desired goals that drive the requirements. All changes to the programming code (including bug fixes) shall:

- Be posted on the Development server.
- Go through a review cycle by the COR/ACOR.
- Once approved by the COR/ACOR, the code shall be posted on the Production QA server, where the Contractor ensures that it works as intended in that environment.
- The programming code is then posted on the Production server.
- Go through a review cycle by the COR/ACOR. Once approved by the COR/ACOR, the programming code is delivered.

The requirement to post to Development can be waived by the COR/ACOR, in writing, for specific issues.

**Objectives:**

- A. Implementing the requirements in an efficient and effective manner, with the goal of keeping long-term maintenance to a minimum.
- B. Execute the POA&M on schedule.

### 3.2.2 Data Migration

**Overview:** Provide data migration support, which is the transfer of data between storage types, formats, or systems. Unless directed otherwise by the government, data migration will be performed programmatically to achieve an automated migration.

**Work Description:** The Contractor shall create and document data maps between existing systems to facilitate data migration and interfacing. Data maps will contain all data definitions required for successful migration, including table names, column names, column descriptions, and lists of values. Data maps will include documentation of any potential conflicts due to column size, type, flags, logic conditions, or non-standard values with mitigation options.

The Contractor shall create and validate scripts and processes for data migration. Scripts include data validation, data transformation, and all insert, delete and update statements required for successful data migration. Bulk creation of user accounts and creation of underlying data structures and records may be required for successful migration.

**Objectives:**

- A. Complete documentation of all data map requirements for successful data migration.
- B. Provide scripts for data migration, including validation and transformation as required.

### 3.3 Administration Support

**Overview:** The Contractor shall perform tasks to support the administration of EMSWeb functionality. The administration support for EMSWeb include tasks such as providing system documentation, data manipulation, status reports, meeting minutes and transfer of system information to other personnel.

### 3.3.1 Documentation

**Overview:** The Contractor shall provide and maintain documentation to support life cycle of EMSWeb.

**Work Description:** The contractor shall maintain system documentation for EMSWeb. All documentation shall be maintained in electronic format and entered into source control.

The Contractor shall maintain documentation of system architecture in compliance with configuration and change management policy. Architecture documentation includes System Architecture Diagram, Configuration Synopsis, and Ports & Protocols Synopsis.

The Contractor shall maintain supporting documents, to include Data Models, Data Dictionaries and other configuration documents.

Documentation may include the creation of a transition plan, which would contain all the necessary information to transition the EMSWeb application to another programming entity.

**Objectives:**

A. Provide new and updated documents.

### 3.3.2 Status Reports and Meetings

**Overview:** The Contractor shall provide, on an ongoing basis, project management information via status reports and/or meetings.

**Work Description:** The contractor shall generate, maintain, and submit electronically, on a monthly basis, information on current and projected cumulative costs, labor hours, expended and projected percentage of work accomplished. The contractor shall include supporting detail information in spreadsheet format.

The contractor shall attend and participate in weekly Task Review Meetings with the Government Application Project Lead.

All meetings can be held through an online meeting, such as Defense Connect Online.

If necessary, the contractor may attend meetings in person for informational purposes (e.g. explaining EMSWeb functionality, providing technical input, etc).

**Objectives:**

- A. Provide burn rate chart to government.
- B. Attend scheduled Task Review Meetings.
- C. Provide Meeting Minutes

### 3.4 Project Oversight

Government inspection will occur as the Contractor provides deliverables. In the absence of a formal agreement, the Government will complete the review of draft deliverables within five (5) business days of receipt, and will complete the review and acceptance (or rejection) of final deliverables within 10 business days of receipt.

### **3.5 Contract Deliverables**

Deliverables shall be as specified by individual task orders. Each individual task order will include deliverables for status reports and meetings, as described in Section 3.3.2 and Section 10.1.

### **4.0 QUALITY PLANNING, CONTROL AND ASSURANCE**

**4.1** The Contractor shall monitor the specific project results to determine that they comply with relevant quality standards and identify ways to eliminate causes of unsatisfactory performance through utilization of its Quality Control (QC) processes.

The Contractor shall address the quality control planning, execution and tracking to be utilized to assure compliance with task order performance standards.

The file, "Performance Standards", Attachment C-10, details the minimum performance standards that the Contractor shall meet.

A sample QASP file, Attachment C-11, that the government may use is attached for your convenience.

### **5.0 GOVERNMENT FURNISHED INFORMATION, SERVICES, AND EQUIPMENT**

**5.1** The Government will make available relevant standards, functional statements, technical manuals, computer systems guides, reference material, regulations, instructions, and operational procedures necessary to accomplish the work under this contract by task order.

**5.2** The Government will provide Government Common Access Cards (CAC).

### **6.0 CONTRACTOR FURNISHED INFORMATION, SERVICES, AND EQUIPMENT**

**6.1** The Contractor shall provide technical support as needed to meet the requirements of the contract as it pertains to facilities, supplies and services.

**6.2** Contractor is responsible for obtaining Card Readers and Software to be utilized with the Government furnished CAC Cards on non-NMCI workstations.

**6.3** Contractor workstations connecting remotely to the CNIC Service Delivery Point at NMCI Norfolk shall be in compliance with current NAVNETWARCOM, SPAWAR, NMCI and NAVFAC guidance and directives.

**6.4** The Contractor's Development environment will have to conform to applicable STIG security requirements (as specified in the attached file, "Application Security Development Checklist", Attachment C-11).

### **7.0 PERIOD OF PERFORMANCE**

**7.1 Hours of Work:** Hours of work shall vary based on the task order and task being performed. Certain tasks may require work and travel after normal business hours, on weekends and holidays. For certain tasks, the contractor may be required to provide services 24 hours a day, 7 days a week.

### **7.2 Place of Performance.**

The Contractor shall be required to perform work associated with each task order throughout the United States and its territories where NAVFAC has a presence. In addition, the contractor shall be required to

perform work in any country where NAVFACENGCOM has a presence. Performance of work shall not commence without the issuance of a task order authorized by the Contracting Officer.

- 7.3 Period of Performance:** The period of performance for this contract shall be for a base year plus four (4) one-year options and is subject to the availability of Government funds. The option years may be exercised when determined by the Government to be in its best interest and in accordance with applicable acquisition regulations and policies.

## **8.0 TRAVEL**

- 8.1 Travel:** It is projected that limited travel will be required over the course of the contract. Contractor personnel may be required to travel to CONUS and OCONUS locations. The number of trips and locations has not yet been identified. A valid passport is required for all contractor personnel traveling to foreign countries. Contractor travel shall be reviewed and authorized by the COR prior to travel. To the maximum extent practicable, the Contractor shall minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase.

## **9.0 TRAINING**

- 9.1 Training.** The Government will not allow costs, nor reimburse costs associated with the contractor training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Attendance at workshops or symposiums is considered training. Training that is not related to personnel qualifications may be approved on a case-by-case basis by the COR/ACOR.

## **10.0 REPORTS**

- 10.1 Monthly Status Reports.** The contractor shall submit a monthly status report consisting of an executive summary covering the activities and funds status of the previous month. These reports shall contain an accurate, up-to-date summary account of tasks completed during the month, tasks on-going during the month, tasks to be worked during the next month, and shall provide status updates on any ongoing incidents that occurred during the month and identify any problems or issues that are still pending. An alternate report may be substituted for this format as agreed to by task order.

The Contractor shall submit monthly reports in electronic format.

## **11.0 KEY PERSONNEL POSITIONS**

The key personnel regularly involved in this project, include the roles of the Project Manager, Design Architect, Senior Programmer, Senior Database Developer, and Systems Analyst.

### ***Position Title: Project Manager***

Education Requirements: Associates Degree, Bachelors Degree or Masters Degree.

Experience Requirements: Six (6) years of experience performing tasks focused on the leadership and/or task management of information systems engineering or systems integration projects, or software engineering, system engineering and/or information security engineering capacity.

***Position Title: Design Architect***

Education Requirements: Bachelors Degree or Masters Degree.

Experience Requirements: Four (4) years of information management or integrated systems design experience.

***Position Title: Senior Programmer***

Education Requirements: Bachelors Degree or Masters Degree.

Experience Requirements:

1. At least 5 years programming experience in Microsoft ASP.NET 4.0 or later versions; and
2. At least 5 years programming experience with C# in ASP.NET web applications; and
3. At least 5 years of experience with NHibernate; and
4. At least 5 years of experience with SQL Server 2008 or later versions (i.e. SQL Server 2012 or SQL Server 2014), or equivalent; and
5. Be familiar with ASP.NET MVC, Visual Studio, Javascript and Active Reports.

***Position Title: Senior Database Developer***

Education Requirements: Bachelors Degree or Masters Degree.

Experience Requirements:

1. At least 5 years of experience with SQL Server 2008 or later versions (i.e. SQL Server 2012 or SQL Server 2014), or equivalent; and
2. Be familiar with ASP.NET MVC, Nhibernate, Visual Studio, Javascript and Active Reports.

***Position Title: Systems Analyst***

Education Requirements: Bachelors Degree or Masters Degree.

Experience Requirements: Seven (7) years of analyzing web systems experience, including determining requirements, conducting feasibility studies, developing high level system architecture, and documentation.

***At least one of the Contractor key personnel must have one year of experience with an Environmental Management System (EMS).***

- 11.1 Key Positions:** The Contractor agrees to assign personnel to positions designated as key positions and these personnel shall be committed to the project for its duration. No substitution or addition shall be made without prior notification to and written concurrence of the Contracting Officer. All proposed substitutes or additions shall have qualifications equal to or higher than the qualifications and work experience set forth above. The Contracting Officer shall be notified in writing of any proposed substitution or addition at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution or addition. The notification can be on company letter or e-mail and shall include:

- name of the person being replaced
- name of the proposed substitute/addition
- an explanation of the circumstances necessitating the substitution/addition;
- a complete resume of the proposed substitute/addition;
- and any other information requested by the Contracting Officer to enable the Government to judge

whether or the Contractor is maintaining the same high quality of personnel.

The Contracting Officer will notify the Contractor within 15 business days after receipt of all required information of the consent on substitute or addition. No change in fixed unit prices may occur as a result of key personnel substitution/addition.

- 11.2 Contractor Identification:** Contractor shall ensure, to the extent practicable, that external correspondence signed by Contractor employees is on company letterhead. Internal correspondence, including e-mail and memoranda, must include the name of the company in the signature line or in another clearly identifiable location. In all contact with the public and Government officials, contractor personnel shall identify themselves as contractor employees working under contract to NAVFAC.

Contractor shall ensure that their onsite personnel, when receiving or placing telephone calls, identify their employer, in addition to whatever other appropriate greeting are used.

When participating in meetings with Government and/or other Contractor employees, ensure that their personnel properly identify themselves as Contractor employees so that their actions will not be construed as acts of Government officials.

All Contractor staff working on-site at any of the client installations during task order performance shall wear at all times a DOD or Contractor furnished Identification.

The Contractor must comply with the implementation of Federal Information Processing Standards (FIPS) Publication Number 201, Personal Identify Verification of Federal Employees and Contractors.

## **12.0 DATA RIGHTS**

- 12.1 Intellectual Property:** This contract is funded by the United States Government. All intellectual property generated and/or delivered pursuant to this contract shall be subject to appropriate federal acquisition regulations which entitle the Government to unlimited license rights in technical data and computer software developed exclusively with Government funds, a nonexclusive license to practice any patentable invention or discovery made during the performance of this contract, and a nonexclusive and irrevocable worldwide license to reproduce all works (including technical and scientific articles) produced during this contract.

All products delivered under this statement of work shall conform to current DOD, Department of Navy (DON) and NAVFAC standards and guidelines. The Navy shall maintain full data rights to all products and deliverables.

## **13.0 TASK ASSIGNMENT/TRACKING**

### **13.1 Task Assignment/Tracking**

The government shall assign all tasking through an online support tracking system. The Contractor shall be responsible for updating of all assigned actions in an online support tracking system. The government shall document the government's review of any tasks through the online supporting tracking system. The Contractor and the government shall mutually agree upon which support tracking system to use. This can be as simple as an Excel spreadsheet that is emailed, or the usage of an online tool.

#### **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>.

#### 14.0 POC INFORMATION

Contracting Officer:

Debra R Buckley  
 Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)  
 Code ACQ73  
 1100 23rd Avenue  
 Port Hueneme, CA 93043  
 (805) 982-3993  
[debra.buckley@navy.mil](mailto:debra.buckley@navy.mil)

Contract Specialist:

Meadow Rivas  
 Contract Specialist  
 Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)  
 Code ACQ73  
 1100 23rd Avenue  
 Port Hueneme CA 93043-4301  
 (805) 982-4566  
[meadow.rivas@navy.mil](mailto:meadow.rivas@navy.mil)

COR:

Matt Hawkins  
 Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)  
 Code EV13  
 1000 23rd Avenue  
 Port Hueneme CA 93043-4301  
 (805) 982-2628  
[matt.hawkins@navy.mil](mailto:matt.hawkins@navy.mil)

ACOR/TPOC:

Eugene Wang  
 EPR Portal Manager  
 Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)  
 Code EV13  
 1000 23<sup>rd</sup> Avenue  
 Port Hueneme, CA 93043  
 (805)-982-4291  
[eugene.wang@navy.mil](mailto:eugene.wang@navy.mil)

PWS - SEED TASK

**Scope of Work  
FY15 EMSWeb IT Application Support  
8 July 2015**

**Introduction**

This Task Order is to provide programming, maintenance and administration support for EMSWeb. This Task Order does not cover any tasks related to the Conservation portion of EMSWeb.

EMSWeb, a module of EPR Portal, is an enterprise automated business system maintained by the CNIC Service Delivery Point (SDP) within NMCI Norfolk. The EMSWeb application is owned by the government. CNO/CNIC has funded EMSWeb to be the Navy's online, enterprise level web application to manage and store all data necessary for their EMS program. EMSWeb provides a management tool for installation-level EMS programs Navy-wide to remain in ISO 14001 conformance, and improving their day to day operations. The EMSWeb application also contains functionality supporting Conservation, Overseas Drinking Water and Radiology programs.

EMSWeb functionality includes allowing users to assign/respond to tasks, maintain a document repository, create audits and/or inspections, fill out checklists, create and manage findings, management of monitoring data, create/manage data calls, create queries, charts and tables, custom reports, and export data into excel/PDFs.

EMSWeb utilizes the .NET framework with a MS SQL database. EMSWeb currently has approximately 1100 active users, and approximately 100 GB of data. The usage of EMSWeb provides the Navy an online tool to comply with environmental regulations, including the conformance of EMS programs and annual data calls (including Conservation's Natural Resources and Cultural Resources data calls).

EMSWeb is currently implementing a NAVFAC Hazardous Waste Enterprise Management System to track, manage and bill hazardous waste by the installations. This implementation is occurring under an existing contract and is scheduled to be completed by Feb 2016. Please note that there will be overlap between the period of performance for this maintenance task order and the period of performance for the existing contract implementing the NAVFAC Hazardous Waste Enterprise Management System.

**Objectives**

The purpose of this task order is to provide maintenance (see IDIQ PWS, Section 3.1) and administration support (see IDIQ PWS, Section 3.3) to EMSWeb. EMSWeb maintenance will address maintenance issues to ensure stability, responsiveness, user-friendliness and minimizing application downtime. Examples of maintenance tasks include server and database administration (i.e. daily backups, complying with security requirements, database optimization, etc), making changes to existing web pages (i.e. adding fields to an existing form), creating reports, addressing bug issues, and minor updates to existing functionality.

**General Requirements**

The Contractor personnel that interact with the EMSWeb web application shall obtain Common Access Cards (CAC Cards). CAC Cards are required to log into EMSWeb. CAC Cards are also necessary to access the Production and Quality Assurance servers that host EMSWeb. The Contractor shall request the CAC Cards through the COR if they do not already have CAC Cards.

The Contractor personnel that need to obtain access the Production and Quality Assurance servers shall submit a SAAR-N form through the COR.

The Government will provide the Production environment and a Quality Assurance environment, located on the CNIC Service Deliver Point at NMCI Norfolk. Both environments conform to STIG (Security Technical Implementation Guides) security requirements. The Quality Assurance environment is meant to be a duplicate of the Production environment. All code changes will be posted to the Quality Assurance environment to ensure that it works as intended, prior to being pushed to Production environment.

The Contractor shall have access to the Production and Quality Assurance environment, including ability to directly update code and access the database. Some changes to the operating system environment, or installing scripts, may have to be coordinated through the EPR Portal Administrator, or requested through the CNIC Service Deliver Point hosting center.

The Contractor shall provide a Development environment that conforms to applicable STIG security requirements (as specified in the Attachment C-12, "U\_Application\_Security\_Development\_Checklist\_V3R5-xccdf.xml").

The Contractor shall post any code changes to Development, where it will be reviewed and approved by the COR prior to posting to the Production QA and then to Production Server. The requirement to post to Development can be waived by the NTR for specific issues.

The Contractor is specifically prohibited from carrying out any activities not specified in this task order unless written approval is obtained from the COR.

Contractor personnel shall not respond to any inquiries about this task order from the news media, non-governmental organizations, or other persons during the period of performance. All inquiries shall be directed to the COR.

The current EMSWeb application is built on a proprietary web application framework called C2 which facilitates rapid development and provides a robust design. EMSWeb utilizes a multi-layer, component-based approach which provides a very scalable and high performing solution. All Contractor programmers and managers must have skills, knowledge and expertise in a similar design framework as EMSWeb, as well as the following technologies: Microsoft ASP.NET 4.0, ASP.NET MVC, SQL Server 2008 or later versions, Visual Studio 2010 or later versions, NHibernate, Active Reports and Javascript.

Any programming code produced as a result of this task order is the property of the government.

#### **Services Requested:**

#### **Task Assignment/Tracking**

The government shall clarify specific tasks to be performed by the contractor through a support tracking system (for example, a specific database table needs to be optimized). The Contractor shall be responsible for updating of all assigned actions in a support tracking system. The government shall document the government's review of any tasks through the supporting tracking system. The Contractor and the government shall mutually agree upon which support tracking system to use. This can be as simple as an Excel spreadsheet that is emailed, or the usage of an online tool.

#### **TASK 1**

Support for EMSWeb Maintenance (see IDIQ PWS, Section 3.1). From historical data, the amount of maintenance required for EMSWeb does not vary very much from year to year. From previous history, approximately 1250 hours were needed from programmers experienced with the maintenance functions of

EMSWeb (this does not include project manager, quality assurance, or any other non-programming hours). The Contractor is responsible for producing a brief summary report at the end of the period of performance that summarizes all the maintenance tasks and bugs fixed during the duration of the task order.

Attachment C-13, "EMS Web Historical Tasks - Gemini EMSWeb Issues (June 2012-June2013) v4.xls", contains the historical maintenance task that has been performed under a similar contract. This attachment is intended to provide historical examples of the types of tasks that may be performed under Task 1.

In addition to this task order, a separate contractor is currently working on implementing the NAVFAC Hazardous Waste Enterprise Management System in EMSWeb until Feb 26, 2016. This implementation will change the EMSWeb programming code, and EMSWeb database structure. The programming changes by the Contractor, under Task 1, shall not negatively impact the programming code implemented by the NAVFAC Hazardous Waste Enterprise Management System.

This Task does not cover any maintenance tasks that are related to the Conservation portion of EMSWeb.

Attachment C-7, "EMSWeb Functionality.doc", provides an overview of the existing functions within EMSWeb. The maintenance tasks will include fixing bugs and minor updates, but not be limited to, the functions in Attachment C-12.

#### **Task 1.1 – Application Administration (see IDIQ PWS, Section 3.1.1)**

Contractor shall provide database administration for systems in the development and test environments. Database administration tasks include performance optimization, schema management, security management, synchronization management, replication management, promotion support, developer support, database system documentation, and EUL management.

Contractor shall ensure that accounts and passwords are managed in accordance with DoD and Navy Standards. Contractor shall document all changes to configurations in compliance with NAVFAC CIO policy and guidance.

#### **Task 1.2 – Application Bug Fixing and Minor Updates (see IDIQ PWS, Section 3.1.2)**

The Contractor shall fix bugs, as identified and prioritized by the COR/ACOR in a reasonable and efficient manner.

The Contractor shall perform minor programming updates to existing functions (such as adding a field to a form, adding a column to a table, or creating a report using existing data).

The Contractor shall document all work performed, including status updates, on bug fixes and minor programming updates via a support tracking system.

#### **Task 1.3 – Optimization (see IDIQ PWS, Section 3.1.3)**

The Contractor shall provide support for optimization and performance tuning of application code, queries, scripts, and databases. Tasks include monitoring performance, analysis of results, recommendation for optimization/tuning, implementation, performance validation, and documentation of changes.

Examples of tasks for Task 1 are:

**Example 1**

Optimize EMSWeb server and database responsiveness for the end-user. This can include caching data, adding/updating database indexes, and re-writing code for EMSWeb functions that are slow.

**Example 2**

Optimize EMSWeb to make it more user-friendly. This can include standardizing features (i.e. making all tables have the same search options, data classes having all appropriate fields available, etc.), removing the display of unneeded/undesired data, and making relevant data fields and user guidance more accessible to the users.

**Example 3**

Fixing bugs. Bug fixing can include repairing faulty existing functionality that is not working as intended. Examples include EMSWeb application generated "Error", a web page that displays incorrect values, or search functions that do not work.

**Example 4**

Minor Updates. This can include modifying existing functionality, but not adding entirely new functionality to EMSWeb. Examples include adding a column to an existing table, adding a field to an existing form page, or adding a query or report that draws upon existing data.

**TASK 2**

Kickoff and Weekly Meetings (see IDIQ PWS, Section 3.3.2).

A kick-off meeting will be held to establish points of contact, discuss specific course of action, and arrange security access to the Production environment. The scope of work will be reviewed in detail to ensure that all parties understand its provisions, action elements and milestones. The kick-off meeting will be held via a conference call and web conferencing tool. The Contactor is responsible for producing draft and final meeting minutes for the kick-off call.

The Contractor shall hold weekly meetings with the COR to discuss the current tasking and any issues that may arise. This can be done by teleconference and using a web conferencing tool. If desired, the Government can host these meetings using a conference call line and a web conferencing tool. The Contractor is responsible for producing draft and final meeting minutes for each teleconference.

**TASK 3**

Monthly status reports (see IDIQ PWS, Section 3.3.2). The Contractor shall provide monthly status reports. The monthly status report will include the amount of funding received, amount of funding expended, and tasking (both completed and in-progress). The Contractor shall also note whether or not they are on schedule, and any difficulties that have arisen or are foreseen that will affect the schedule.

**Deliverables and Completion Schedule**

Deliverables will include all programming code produced as a result of this task order. Written deliverables include a Maintenance Summary Report (Task 1, due at the end of the period of performance), Weekly Meeting Minutes (Task 2) and Monthly Status Reports (Task 3). These deliverables shall be delivered to the COR via email. The schedule for the Weekly Meeting Minutes and Monthly Status Reports shall be mutually agreed upon by both the contractor and the COR.

The schedule for the other programming deliverables will be mutually agreed upon by both the contractor and the COR.

### **Period of Performance**

**Hours of Work:** Hours of work shall include, but not be limited to, 0800-1500 PST on weekdays (excluding federal holidays). The hours of work can be changed, with written concurrence from the COR/ACOR.

**Place of Performance:** The Contractor may perform work at their normal place of business, provided they are able to access the Development, Quality Assurance, and Production servers from that location.

**Period of Performance:** The period of performance for this task order shall be for one year, beginning at the time of award for the task order.

**Travel:** There is no travel in this task order.

**Performance Standards:** The Performance Standards used for this task order shall be the ones identified in the IDIQ PWS, Section 4.1.

### **Government Information Available**

The Navy will provide copies of the most recent database and code for EMSWeb.

### **General Information**

#### **Points of Contact:**

Contracting Officer's Representative (COR):

Matt Hawkins  
EMSWeb Conservation Administrator  
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)  
Code EV13  
1000 23<sup>rd</sup> Avenue  
Port Hueneme, CA 93043  
805-982-2628  
[matt.hawkins@navy.mil](mailto:matt.hawkins@navy.mil)

Alternate Contracting Officer's Representative (ACOR) and Technical POC (TPOC):

Eugene Wang  
EPR Portal Manager  
Naval Facilities Engineering and Expeditionary Warfare Center (NAVFAC EXWC)

Code EV13  
 1000 23<sup>rd</sup> Avenue  
 Port Hueneme, CA 93043  
 805-982-4291  
[eugene.wang@navy.mil](mailto:eugene.wang@navy.mil)

## Appendix A LIST OF ACRONYMS

CAC	Common Access Card
CNIC	Commander Navy Installations Command
CNRMA	Commander Navy Region Mid Atlantic
DEPARC	Defense Environmental Programs Annual Report to Congress
DoD	Department of Defense
DoDI	Department of Defense Instruction
EA	Environmental Assessment
EO	Executive Order
EMSWeb	Environmental Management System, Web Application
EPA	Environmental Protection Agency
EPR Portal	Environmental Portal
EXWC	Naval Facilities Engineering and Expeditionary Warfare Center
FGDC	Federal Geographic Data Committee
GIS	Geographic Information System
INRMP	Integrated Natural Resources Management Plan
NAVFAC	Naval Facilities Engineering Command
NEPA	National Environmental Policy Act
NRCS	Natural Resources Conservation Service
OPNAVINST	Office of the Chief of Naval Operations Instruction
SAAR-N	System Authorization Access Request Navy
STIG	Security Technical Implementation Guide

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

CLAUSES INCORPORATED BY REFERENCE

52.246-4	Inspection Of Services--Fixed Price	AUG 1996
252.246-7000	Material Inspection And Receiving Report	MAR 2008

Section F - Deliveries or Performance

**SECTION F**

**F.1 CONTRACT PERIOD OF PERFORMANCE/ORDERING PERIOD**

The ordering period of CLIN 0001 (base contract period) is from date of award through one (1) year from the date of award.

**F.2 OPTION ORDERING PERIODS**

Contract Type Option Year CLINs:

The ordering period for CLIN 0002 (1st Option Period), is one (1) year and one (1) day from the date of award through two (2) years from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

The ordering period for CLIN 0003 (2nd Option Period), is two (2) years and one (1) day from the date of award through three (3) years from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

The ordering period for CLIN 0004 (3<sup>rd</sup> Option Period), is three (3) years and one (1) day from the date of award through four (4) years from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

The ordering period for CLIN 0005 (4<sup>th</sup> Option Period), is four (4) years and one (1) day from the date of award through five (5) years from the date of award. The ordering period shall commence only if the Government exercises this option in accordance with FAR 52.217-9.

Data shall be delivered in accordance with the schedules and destination specified on the individual task orders issued hereunder.

**F.3 PLACE OF PERFORMANCE AND DELIVERY (TASK ORDER)**

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

**F.4 CONTRACT NOTICE REGARDING LATE DELIVERY**

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

**DELIVERY INFORMATION**

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
------	---------------	----------	-----------------	-----

0001	POP 01-SEP-2015 TO 31-AUG-2016	N/A	NAVFAC EXWC MATT HAWKINS CODE EV 1000 23RD AVE BLDG 1000 PORT HUENEME CA 93043-4301 805-982-2628 FOB: Destination	N39430
0002	POP 01-SEP-2016 TO 31-AUG-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0003	POP 01-SEP-2017 TO 31-AUG-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0004	POP 01-SEP-2018 TO 31-AUG-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430
0005	POP 01-SEP-2019 TO 31-AUG-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	N39430

## CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991

Section G - Contract Administration Data

CLAUSES INCORPORATED BY REFERENCE

252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
5252.201-9300	Contracting Officer Authority (JUN 1994)	MAR 2004

CLAUSES INCORPORATED BY FULL TEXT

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

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

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

(End of clause)

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).

**Invoice 2-in-1**

The Standard Form (SF) 1035 must be included in a separate electronic file and attached to the cost voucher in WAWF. Suitable self-designed forms may be submitted instead of the SF 1035 as long as they contain equivalent data, detail, and information required by the Contracting Officer.

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

n/a

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	(TBD on individual task orders)
Admin DoDAAC	
Inspect By DoDAAC	

Ship To Code  
 Ship From Code  
 Mark For Code  
 Service Approver (DoDAAC)  
 Service Acceptor (DoDAAC)  
 Accept at Other DoDAAC  
 LPO DoDAAC  
 DCAA Auditor DoDAAC  
 Other DoDAAC(s)

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

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

(TBD on individual task orders)

(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 [mary.guerrant@navy.mil](mailto:mary.guerrant@navy.mil)

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

(End of clause)

5252.216-9306 PROCEDURES FOR ISSUING ORDERS (NOV 2009)

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

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

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

(End of clause)

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.

       (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 H - Special Contract Requirements

SPECIAL CONTRACT REQUIREMENTS  
CONTRACT CEILING

The aggregate of all the estimated quantities for all ordering periods is the maximum amount the Government may order under the contract as a whole including option ordering periods if exercised. The Government, may, however place orders during any ordering period which exceed the estimated quantity for that period as long as the contract maximum is not exceeded. As such, the Government may place orders during the first ordering period which consume the contract total. Any estimated quantity not consumed in an ordering period remains available for use in a subsequent ordering period.

## NOTICE OF CONSTRUCTIVE CHANGES

No order, statement or direction of the Contracting Officer, the authorized representative of the Contracting Officer whether or not acting within the limits of his authority, or any other representative of the Government, shall constitute a change under the "Changes" clause of this contract or entitle the Contractor to an equitable adjustment of the contract price or delivery schedule, unless such a change is issued in writing and signed by the Contracting Officer. No representative of the Contracting Officer shall be authorized to issue a written change order under the "Changes" clause of this contract. The Contractor shall be under no obligation to comply with any orders or directions not issued in writing and signed by the Contracting Officer. In accordance with FAR 52.243-7, the contractor shall promptly notify the Contracting Officer when he considers any direction he receives to be a change to the originally negotiated scope of the task order. When the contractor receives a technical direction he believes to be a change, he shall contact the Contracting Officer as required in FAR Clause 52.243-7, "Notification of Changes."

## NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES

(a) Pursuant to Navy policy applicable to both Government and contractor personnel, measures will be taken to prevent the introduction and utilization of illegal drugs and related paraphernalia into Government work areas.

(b) In furtherance of the Navy's drug control program, unannounced periodic inspections of the following nature may be conducted by installation security authorities:

- (1) Routine inspection of contractor occupied work spaces.
- (2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.
- (3) Random inspections of personal possessions on entry or exit from the installation.

(c) When there is probable cause to believe that a contractor employee on board a naval installation has been engaged in use, possession or trafficking of drugs, the installation authorities may detain said employee until the employee can be removed from the installation, or can be released to the local authorities having jurisdiction.

(d) Trafficking in illegal drug and drug paraphernalia by contractor employees while on a military vessel/installation may lead to possible withdrawal or downgrading of security clearance, and/or referral for prosecution by appropriate law enforcement authorities.

(e) The contractor is responsible for the conduct of employees performing work under this contract and is, therefore responsible to assure that employees are notified of these provisions prior to assignment.

(f) The removal of contractor personnel from a Government vessel or installation as a result of the drug offenses shall not be cause for excusable delay, nor shall such action be deemed a basis for an equitable adjustment to price, delivery or other provisions of this contract.

## PERFORMANCE AT GOVERNMENT INSTALLATION

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

## SECTION 508 DELIVERABLE REQUIREMENTS

The activity to be performed relates to or requires the use of EIT. Section 508 must be considered as a requirement for Software Development service outputs/deliverables to ensure that it considers specific Section 508 accessibility requirements. Further, Software Development outputs/deliverables should not adversely affect accessibility features of existing EIT technologies. Technical standards from 36 CFR part 1194 Subpart B have been determined to apply to this acquisition. Solicitation respondents must describe how their background and experience will enable them to at least meet those technical provisions identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Software Development outputs/deliverables should meet applicable accessibility requirements and should not adversely affect accessibility features of existing EIT technologies.

The following outputs/deliverables may also apply to this requirement:

- .Cloud-Computing
- .Electronic-Documents
- .Data-Services
- .Web-Application-Maintenance
- .MIS
- .Software-Development
- .Driver-Software
- .Server
- .Software-Application
- .Software-Maintenance
- .Systems-Administration
- .Video-Teleconferencing
- .Web-Application
- .Web-based-Collaboration
- .Web-based-IDS

The above items should also meet accessibility requirements and should not adversely affect accessibility features of existing EIT technologies if/when applicable for the work to be performed under this contract.

Functional performance criteria from 36 CFR part 1194 Subpart C have been determined to apply to this acquisition. Solicitation respondents must describe how their background and experience will enable them to at least meet those functional performance criteria identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

Information, documentation, and support requirements from 36 CFR part 1194 Subpart D have been determined to apply to this acquisition. Solicitation respondents must describe how the information, documentation, and support proposed for Software Development outputs/deliverables will meet at least those information, documentation, and support requirements identified as applicable in the attached Government Product/Service Accessibility Template (GPAT).

## REPORTING LABOR HOURS

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, Contractor Manpower Reporting Application (CMRA). The CMRA is an online database that automates the Department of the Navy's (DON) contract management and reporting process. 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>.

#### TRAVEL

The contractor shall perform travel as required in the performance of the contract as stated in individual task orders. Travel may consist of CONUS and OCONUS travel in support of the contract requirements identified within individual task orders. Estimated travel arrangements and costs for task orders shall be in accordance with Federal Acquisitions Regulation (FAR) Part 31.205-46 and such estimates are subject to government review and negotiation prior to agreement on price.

## 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
52.204-14	Service Contract Reporting Requirements	JAN 2014
52.204-15	Service Contract Reporting Requirements for Indefinite- Delivery Contracts	JAN 2014
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.219-1	Small Business Program Representations	OCT 2014
52.219-1 Alt I	Small Business Program Representations (Oct 2014) Alternate I	MAY 2014
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-14	Limitations On Subcontracting	NOV 2011
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-22	Previous Contracts And Compliance Reports	FEB 1999
52.222-26	Equal Opportunity	APR 2015
52.222-37	Employment Reports on Veterans	JUL 2014
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-99 (Dev)	Establishing a Minimum Wage for Contractors (Deviation 2014-O0017)	JUN 2014
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.228-7	Insurance--Liability To Third Persons	MAR 1996
52.232-9	Limitation On Withholding Of Payments	APR 1984

52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-25 Alt I	Prompt Payment (July 2013) Alternate I	FEB 2002
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-4	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	Changes--Fixed Price	AUG 1987
52.244-2	Subcontracts	OCT 2010
52.244-5	Competition In Subcontracting	DEC 1996
52.245-1	Government Property	APR 2012
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
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7000	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 Country that is a State Sponsor of Terrorism	DEC 2014
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.223-7004	Drug Free Work Force	SEP 1988
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008

#### 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 \$5,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

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

(2) Any order for a combination of items in excess of \$5,000,000 or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

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

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 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 the expiration date of the final awarded performance period.

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5

years.

(End of clause)

#### 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUL 2014)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

Except for data contained on pages (TBD), it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the "Rights in Data--General" clause contained in this contract) in and to the technical data contained in the proposal dated (TBD), upon which this contract is based.

(End of clause)

#### 52.243-7 NOTIFICATION OF CHANGES (APR 1984)

##### (a) Definitions.

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

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

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including--
  - (i) What contract line items have been or may be affected by the alleged change;
  - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
  - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
  - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a

communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--

(1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

(2) Countermand any communication regarded as a change;

(3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or

(4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

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

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

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

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

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

(End of clause)

52.252-2 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)

252.203-7999 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect. (c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

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

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

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

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

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

(End of Clause)

5252.209-9300 ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)

(a) The restrictions described herein shall apply to the Contractor and its affiliates, consultants and subcontracts under this contract. If the Contractor under this contract prepares or assists in preparing a statement of work, specifications and plans, the Contractor and its affiliates shall be ineligible to bid or participate, in any capacity, in any contractual effort which is based on such statement of work or specifications and plans as a prime contractor, subcontractor, consultant or in any similar capacity. The Contractor shall not incorporate its products or services in such statement of work or specification unless so directed in writing by the Contracting Officer, in which case the restriction shall not apply. This contract shall include this clause in its subcontractor's or consultants' agreements concerning the performance of this contract.

(End of clause)

5252.222-9305 WORK PERFORMED BY INDIVIDUAL ASSIGNED CATEGORIES (JUN 1994)

Regardless of any individual employee's normally assigned category of labor, the functions being performed by that individual during any period of work at a specific site shall determine the rate to be paid for that employee (e.g., a Chemist who is performing the duties of a Technician, Level 1, shall be charged at the fixed rate for a Technician, Level 1, during the period of time he or she is performing those duties).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

- Attachment C-1 EMS Data Dictionary
- Attachment C-2 High Level Layered Architecture
- Attachment C-3 Web.Config
- Attachment C-4 CustomFieldsController
- Attachment C-5 OrganizationsController
- Attachment C-6 EMSWeb Class Diagram
- Attachment C-7 EMSWeb Functionality
- Attachment C-8 Radiological Requirements v3ecw
- Attachment C-9 HW System Core Consolidated Requirements
- Attachment C-10 Performance Standards
- Attachment C-11 Sample QASP
- Attachment C-12 Application Security Development Checklist v3R5
- Attachment C-13 EMS Web Historical Tasks
- Attachment J-1 Schedule of Total Estimated Prices - IDIQ and Seed Task
- Attachment J-2 Financial Institution Information Form
- Attachment L-1 Past Performance Questionnaire

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

## CLAUSES INCORPORATED BY REFERENCE

52.225-25 Prohibition on Contracting with Entities Engaging in Certain DEC 2012  
Activities or Transactions Relating to Iran-- Representation  
and Certifications.

## CLAUSES INCORPORATED BY FULL TEXT

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

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541511.

(2) The small business size standard is \$27.5M.

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

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

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

( ) Paragraph (d) applies.

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

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

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

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

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

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

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

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

(xvii) 52.225-4, Buy American--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225- 3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

(vi) 52.227-6, Royalty Information.

(A) Basic.

(B) Alternate I.

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

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

FAR Clause	Title	Date	Change
-----	-----	-----	-----
-----	-----	-----	-----

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

(End of provision)

52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010)

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

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

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

(B) Have ( ) have not ( ), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks "have", the offeror shall also see 52.209-7, if included in this solicitation); and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

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

The offeror represents that --

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

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

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

(End of provision)

#### 252.203-7998 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (DEVIATION 2015-O0010) (FEB 2015)

(a) In accordance with section 743 of Division E, Title VIII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contactors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(End of provision)

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

SECTION L**SECTION L – INSTRUCTIONS TO OFFERORS****PROPOSAL REQUIREMENTS (Technical and Price):**

- a. The offeror shall submit their proposal directly via e-mail to Meadow Rivas at [meadow.rivas@navy.mil](mailto:meadow.rivas@navy.mil) and Debra Buckley at [debra/buckley@navy.mil](mailto:debra/buckley@navy.mil). The offeror may also submit a hard copy of their proposal to the below address:

NAVFAC EXWC Acquisitions Department  
Code ACQ73  
Naval Base Ventura County  
Attn: Meadow Rivas, EMSWeb N39430-15-R-1654  
1100 23rd Avenue Bldg. 1100  
Port Hueneme, CA 93043-4347

- b. A completed proposal shall consist of a signed cover letter stating submittal of an offer in response to the solicitation and separate Technical (I) and Price (II) Volumes.
- c. Responses to this solicitation will only be considered for award after it has been determined that the proposal adequately addresses the requirements for Section 508. Only proposals which contain adequate information to document their responsiveness to the Section 508 requirements (e.g. accessibility capabilities and past performance) will be eligible for any additional merit consideration.

**TECHNICAL PROPOSAL SUBMITTAL REQUIREMENTS****Factor 1 – IDIQ Management Approach and Capability**

**Solicitation Submittal Requirements:** Offeror submittals shall address two aspects under this factor: Management Plan and Key Personnel Experience.

- a. **Management Plan:** Offerors must provide a management plan not to exceed four (4) pages describing:
1. how they will accomplish the IDIQ contract requirements in the Performance Work Statement.
  2. the approach for key personnel to become proficient on using the Government systems identified in the PWS. If personnel are considered proficient, and no effort/hours for learning the systems is anticipated, then so state and provide a reason.
- b. **Key Personnel Experience:** Offerors must submit resumes for all proposed individual in the key personnel categories listed in the solicitation (See Performance Work Statement, Section C, for Key Personnel). Up to 10 resumes may be submitted. Each resume shall not exceed three (3) pages in length and should include, at a minimum, a list of projects with contract amounts, dates completed, and contract number for reference checks. Resumes should also address education completed, number of years worked in the field and, if working for the offeror, indicate how long. Offerors that propose key personnel that are not currently employed by the offeror must also provide letters of commitment. Offerors must also identify roles and responsibilities for proposed key personnel and any proposed key personnel not currently employed by the offeror. In addition, offerors must identify roles and responsibilities for any proposed key team members (i.e., major subcontractors, teaming/partnering entities, and joint venture members). At a minimum, at least one resume shall be provided for each key position identified in the solicitation at the contract level. Additionally, resumes shall be provided for proposed personnel in key positions for the seed task order, if different than proposed for the contract. Offerors shall submit a summary key personnel matrix listing the qualifications of proposed individuals for the contract and the seed task.

## Factor 2 - Seed Task Technical Execution

**Solicitation Submittal Requirements:** The offeror shall provide a complete Seed Task proposal for the attached seed task performance work statement (See Solicitation Attachment J-5). The seed task proposal shall address the following:

- Seed Task Order Technical Execution Plan. Provide a detailed narrative describing the:
  1. technical approach to implementing and accomplishing each of the elements listed in the seed task order Performance Work Statement (PWS).
  2. specific technologies, technical capability, and expertise that will meet the requirements of the seed task PWS.

In addition, include a schedule summarizing the offeror proposed labor categories and corresponding estimated hours.

### Key Personnel and Other Staff.

- Identification of the key personnel required. Identify the key category and corresponding employee names(s). Offeror should ensure that its response to Factor 1 (IDIQ Management Approach and Capability) includes a resume for each key personnel identified for this Factor 2 (Seed Task Technical Execution).
  - Identification of other staff assigned directly to the seed task project, if any. For each personnel identified, reference the PWS section assigned or tasked, and describe the personnel expertise to accomplish that assigned requirement.
- Seed Task Order Work Plan. Submit a work plan, not to exceed three (3) pages, in accordance with the requirements described in the PWS.
    1. The work plan shall include a detailed work breakdown structure. The work plan is a narrative document that explains the contractor's intended methods and resources for performing the proposed tasks. As part of the work plan, the contractor shall identify major milestones, tasks and critical path items. This schedule information should be cross referenced to the schedule as identified in the paragraph below.
    2. The seed task proposal shall include a schedule which shows the order in which the Contractor proposes to perform the work and the dates on which the Contractor contemplates starting and completing all major milestones (including acquiring materials and equipment as applicable). The schedule shall be in the form of a progress chart of suitable scale (MS Office compatible) to indicate the amount of work scheduled for completion by any given date, constraints or prior steps needed before continuing during the installation period.
  - Organizational Flow Chart. Submit an organizational flow chart not to exceed one (1) page for the Seed Task project showing communication scheme and between contractor personnel, along with communication lines between contractor and the Government

### Factor 3 - Safety

**Solicitation Submittal Requirements:** The Offeror shall submit the following information:

(A) **Experience Modification Rate (EMR):** For the three previous complete calendar years [2012, 2013, 2014], submit your EMR (which compares your company's annual losses in insurance claims against its policy premiums over a three year period). If you have no EMR, affirmatively state so, and explain why. Any extenuating circumstances that affected the EMR and upward or downward trends should be addressed as part of this element. Lower EMRs will be given greater weight in the evaluation.

(B) **OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate:** For the three previous complete calendar years [2012, 2013, 2014], submit your OSHA Days Away from Work, Restricted Duty, or Job Transfer (DART) Rate, as defined by the U.S. Department of Labor, Occupational Safety and Health Administration. If you cannot submit an OSHA DART Rate, affirmatively state so, and explain why. Any extenuating circumstances that affected the OSHA DART Rate data and upward or downward trends should be addressed as part of this element. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

### Factor 4 - Past Performance

**Solicitation Submittal Requirements:** Offerors may submit past performance evaluation forms on up to five contracts that demonstrate the offeror's ability to successfully deliver products and services that are similar in scope to the requirement, similar in dollar value to the requirement, and similar in complexity to the 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.

#### 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, Meadow Rivas via email at meadow.rivas@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 (5) 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.

**PRICE PROPOSAL SUBMITTAL REQUIREMENTS**

**Solicitation Submittal Requirements:** Offerors shall submit the following information for this factor:

- i. Cover Letter
- ii. A completed Schedule of Total Estimated Prices - IDIQ and Seed Task (See Attachment J-1 of the Solicitation).
- iii. The company financial statement for the most recent completed 12-month financial accounting year.
- iv. A completed Financial Institution Information Form (See Attachment J-2 of the Solicitation)

IDIQ Annual Labor Hours by Labor Category - The offeror shall use the Government estimated annual labor hours delineated, below, to develop its proposal and prepare the solicitation Attachment J-1, Schedule of Estimated Price. The offeror shall supply the most competitive annual fully priced hourly rates. The fully priced hourly rate shall be inclusive of the wage rate, fringe benefits expense, operating overhead expense, general and administrative expense, and any other factors used in developing the price proposal. The rates will become binding not to exceed maximums on the offeror and will be incorporated into the contract price schedule. The binding not to exceed, priced hourly rates are for use in costing/pricing future task orders. Offeror may use their own format for the Schedule of Estimated Price, 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.

<u>Labor Category</u>	<u>Base Year</u>	<u>Option Year 1</u>	<u>Option Year 2</u>	<u>Option Year 3</u>	<u>Option Year 4</u>
Program Management	940	387	333	290	293
Design Architect	587	241	208	181	183
Senior Programmer	5,581	2,294	1,975	1,720	1,737
Senior Database Developer	1,762	724	624	543	548
Systems Analyst	587	241	208	181	183

Offeror is not permitted to propose for the Seed Task, key personnel labor category hourly rates and profit factor that are less than the hourly rates and profit factor posted on the submitted IDIQ Schedule of Total Estimated Prices - IDIQ and Seed Task.

**CLAUSES INCORPORATED BY REFERENCE**

252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

**CLAUSES INCORPORATED BY FULL TEXT**

## 52.214-35 SUBMISSION OF OFFERS IN U.S. CURRENCY (APR 1991)

Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected.

(End of provision)

## 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a single Indefinite-Delivery/Indefinite-Quantity (IDIQ) contract resulting from this solicitation. Task orders will be firm fixed price (FFP).

(End of provision)

## 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

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

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

(End of provision)

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

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

FAR: <http://www.arnet.gov/far>

DFARS: <http://www.dtic.mil/dfars>

NFAS: <http://acq.navfac.navy.mil/nfas.asp>

(End of provision)

## Section M - Evaluation Factors for Award

**SECTION M**

## Section M – Evaluation Factors for Award

**BASIS FOR AWARD**

1. The Government reserves the right to eliminate from consideration for award any or all offers at any time prior to award of the contract; to negotiate with offerors in the competitive range; and to award the contract to the offeror submitting the proposal determined to represent the best value—the proposal most advantageous to the Government, price and other factors considered.

2. The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. In addition, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

3. The tradeoff process is selected as appropriate for this acquisition. The Government considers it to be in its best interest to allow consideration of award to other than the lowest priced offeror or other than the highest technically rated offeror.

4. Non-price Factors 1 - 3 are equal to each other and, when combined, are of equal importance to Factor 4, the performance confidence assessment (past performance) rating; and all non-price factors (including past performance), when combined, are approximately equal to Factor 5, Price.

5. Any proposal found to have a deficiency in meeting the stated solicitation requirements or performance objectives will be considered ineligible for award, unless the deficiency is corrected through discussions. Proposals may be found to have either a significant weakness or multiple weaknesses that impact either the individual factor rating or the overall rating for the proposal. The evaluation report must document the evaluation board's assessment of the identified weakness(s) and the associated risk to successful contract performance resulting from the weakness(s). This assessment must provide the rationale for proceeding to award without discussions.

**EVALUATION FACTORS FOR AWARD**

1. The solicitation requires the evaluation of price and the following non-price factors:

Factor 1 – Management Approach and Capability

Factor 2 – Technical Approach – Seed Task

Factor 3 – Safety

Factor 4 – Past Performance

Factor 5 – Price

2. The relative order of importance of the non-price evaluation factors is Factors, 1, 2, and 3 are of equal importance to each other and, when combined, are equal in importance to Past Performance, Factor 4. When the proposal is evaluated as a whole, the non-price factors (Factors 1, 2, 3, and 4) are approximately equal to Factor 5, Price.

3. Submittal Requirements and Basis of Evaluation for Each Factor.

**Factor 1 – IDIQ Management Approach and Capability****Basis of Evaluation:**

The Government will evaluate the offeror's submittal on this factor to determine if the proposed project team and key personnel, indicates a likelihood of successful completion of the tasks of this contract's performance work statement. The Government will evaluate the above through one or more of the following methods:

- Key Personnel resumes will be evaluated based on the resume information provided and its relevancy to the functional areas specified in both the PWS and Sample Task.
- The offeror shall be evaluated on their application of the key personnel to the anticipated task specified in the PWS.
- Key Personnel shall be evaluated based on work performed for like, or similar, requirements to that described in the PWS and the depth of relevant experience in years and technical relevance.
- The submitted management plan will be evaluated to determine whether the offeror proposes a plan that is realistic and indicates a high likelihood of successful contract performance.

In addition, the key personnel will be evaluated on the strength of the proposed resumes individually and collectively. The Government reserves the right to utilize other information available to it to evaluate key personnel. For example, the Government may query references and other end user representatives regarding the experience of proposed Key Personnel and the quality of their performance. Other sources of information concerning Key Personnel may include Government past performance databases, Inspector General reports, General Accounting Office reports, and information in the media concerning key personnel.

Those proposals that offer qualified personnel that exceed the requirements of the performance work statement may be evaluated more favorably.

**Factor 2 - Seed Task Technical Execution****Basis of Evaluation:**

The offeror will be evaluated on the extent to which the offeror demonstrates an effective technical approach to implementing all technical element requirements of the seed task order Performance Work Statement and whether all submittal requirements are met. In addition, the Government will evaluate whether the offeror's entire seed task submission indicates an understanding of the sample task order requirements. Offerors that thoroughly address each of the elements of the elements above and indicate a substantial understanding of the sample task order requirements may be evaluated more favorably than those that do not.

**Factor 3 – Safety****Basis of Evaluation:**

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

The evaluation will collectively consider the following:

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

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

(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 taking into account any upward or downward trends and extenuating circumstances that impact the rates. Lower OSHA DART Rates will be given greater weight in the evaluation.

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

#### **Factor 4 – Past Performance**

##### **Basis of Evaluation:**

The Government will evaluate each offeror's past performance using a two-step process. First, the Government will evaluate the recency and relevancy of all contracts submitted by the offeror and other information available (Relevancy Assessment). Relevancy is defined as work that is similar in scope, dollar value and complexities that this solicitation requires. Second, the Government will, considering both recency and relevancy, review how well the contractor performed on the contract. From these two pieces of information, the Government will assign a Performance Confidence Assessment Rating. A more recent, relevant contract may receive more consideration.

The purpose of assessing relevancy is to take into account the predictive value of past effort toward success on this contract.

In addition to the above, the Government may review any other sources of information for evaluating past performance. Other sources may include, but are not limited to, past performance information retrieved through the Past Performance Information Retrieval System (PPIRS) using all CAGE/DUNS numbers of team members (partnership, joint venture, teaming arrangement, or parent company/subsidiary/affiliate) identified in the offeror's proposal, inquiries of owner representative(s), Federal Awardee Performance and Integrity Information System (FAPIS), Electronic Subcontract Reporting System (eSRS), and any other known sources not provided by the offeror.

While the Government may elect to consider data from other sources, the burden of providing detailed, current, accurate, and complete past performance information rests with the Offeror.

## Factor 5 – Price

The Government will evaluate the price based on the offeror total price. The offeror total price will be used for price evaluation purposes to determine the best value to the Government. The offeror total price is the sum of estimated price for the Base Year, the four Option Years, and the Seed Task, submitted on solicitation Attachment J-1, Schedule of Total Estimated Prices - IDIQ and Seed Task.

Price Analysis will be performed to ensure a final negotiated fair and reasonable price by using one or more of the following techniques or procedures listed at FAR 15.404-1(b) “Price Analysis for Commercial and Non-Commercial Items”. Examples of such techniques include, but are not limited to, the following:

- v. Comparison of proposed prices received in response to the Solicitation;
- vi. Comparison of proposed prices to historical prices paid, whether by the Government or other than the Government, for the same or similar service;
- vii. Use 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;
- viii. Comparison of proposed prices with competitive published price lists, published market prices, similar indexes, and/or discount or rebate arrangements;
- ix. Comparison of proposed prices with independent Government cost estimates;
- x. Comparison of proposed prices with prices obtained through market research for the same or similar items;
- xi. Analysis of data other than certified cost or pricing data provided by the offeror

The Seed Task order proposed direct labor costs and profit amount will be evaluated to verify that the proposed (i) key personnel category hourly rates and (ii) profit factor, are identical to the key personnel labor rates and profit factor proposed for the IDIQ Base on the submitted IDIQ Schedule of Total Estimated Prices - IDIQ and Seed Task. The Contracting Officer may reject, without discussion with the offeror, an offer containing inconsistencies or discrepancies on hourly rates used on the Seed Task order pricing compared with the submitted schedule.

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).

## CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options

JUL 1990