

# Naval Criminal Investigative Service (NCIS) – Request for Quote

**RESPONSE DUE DATE: Monday, November 14, 2016, 09:00 AM EST**

RFQ Title: Vehicle Lease  
Purchase Request: N63285-17-SU-00044  
Response Dute Date: 11/14/2016 09:00 AM EST  
Set Aside: No Set Aside Used  
NAICS Code: 532112  
Basis for Award: Price - Lowest Price Technically Acceptable (LPTA)  
NCIS POC: Jason Burr, [jason.burr.ctr@ncis.navy.mil](mailto:jason.burr.ctr@ncis.navy.mil)

Questions and Clarification requests regarding this RFQ must be submitted to the NCIS POC email by 09:00 AM Monday, November 14, 2016.

## REQUEST FOR QUOTATION ON THE FOLLOWING ITEMS:

CLIN#	Item/Specifications	QTY	U/I	Unit Price	Total Amount
1	Lease of one (1) Five Passenger Sedan (Saloon), Automatic Transmission Preferred, Heating & Air Conditioning Example: Volkswagen CC	1	EA		

**\*\*Please include pricing for Base Year and 4 Option Years.\*\***

**Period of Performance:** 11/15/2016-11/14/2017

### Delivery Location/POC:

Craig Shattuck  
Phone: +39-081-568-6063  
E-mail: [Craig.Shattuck@ncis.navy.mil](mailto:Craig.Shattuck@ncis.navy.mil)  
86 Blenheim Crescent Bldg 186 RM 5  
Ruislip, Middlesex UK HA4 7HB

**Payment:** Wide Area Workflow (WAWF)

### PLEASE PROVIDE THE FOLLOWING INFORMATION IN YOUR QUOTE:

1. DUNS# AND/OR CAGE CODE
2. DELIVERY TIME OF REQUESTED ITEMS
3. SHIPPING COST IF APPLICABLE
4. COMPANY NAME & ADDRESS
5. POC NAME, PHONE, AND EMAIL

### Vehicle Lease Performance Work Statement

Except where otherwise stated, the Contractor shall furnish all vehicles, labor, supervision, management, tools, materials, equipment, facilities, transportation, and other items necessary to provide the services outlined below and described in this Performance Work Statement (PWS).

(1) The United States Government will be responsible for insuring this vehicle.

(2) Required Vehicles and Equipment: The intent of this contract is to provide the Government with safe and reliable vehicles for the base period and option periods as specified in the ELIN Schedule.

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Dispatch Points: Contractor's agencies that will be used as vehicle delivery/pick-up points.

(3) Normal Wear and Tear: Any dents, dings, paint chips, scratches, pitted windshields (not cracked), and interior wear such as soiled carpets and seats that would normally accrue to a motor vehicle over a period of nine (9) to seventeen (17) months use.

(4) Abnormal Wear and Tear: The following list of discrepancies shall constitute abnormal wear and tear when identified during the inspection of vehicles by the Government.

- Missing parts.

- Missing tires (including spare tire).

- Body Work: Scratches through the metal and scratches or dents over an inch in length or diameter. However, rusted areas resulting from road salt or salt air less than one inch in diameter will not be considered abnormal wear and tear.

- Paint Work: Scratches or chips over one inch in length or diameter.

- Glass:

- Windshield. Any crack. Pitted, chips, or scratches less than one inch in length but which are in the critical area of the driver's vision or which will not pass safety inspection will also be deemed abnormal wear and tear;

- Other Glass. Cracked or broken, including in-operative window mechanism.

- Lights. Lenses or sealed beams broken.

- Chrome and Other Bright Metal Exterior Trim:

- Bumpers. Dents over six inches in length or diameter. Scratches in the metal over 12-inch long. Decals, distinctive markings, lettering or numbering not removed;

- Grill. Broken grill. Dents larger than three inches in length or diameter.

Interior:

- Missing seats;

- Torn seat backs, head lining or door panels;

- Damaged or burned seats, floor mats, head linings or door panels;

- Floor mats with tears or holes larger than one inch.

(5) Vehicles: Self-propelled motor vehicles designed for highway or cross-country operations.

The term vehicle refers to any vehicle furnished by the Contractor under this contract, including temporary vehicles and/or replacement vehicles. In addition to meeting the vehicle requirements elsewhere specified in this annex, the vehicle types to be furnished under this contract are defined as follows. Medium Sedan 1600/2000 cc engine, 4-door-type or 5 door hatchback type, (refer to ELIN schedule for required sedan type). Offerors shall provide vehicles as described above and in the quantities required in the ELIN Schedule.

(6) Vehicle Availability: All vehicles must be available for the entire lease period.

(7) Vehicle Usage: All vehicles shall be leased on an unlimited distance basis. The use of vehicles within this contract is restricted to Government personnel in possession of a locally valid driving license.

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(8) Vehicle Turn-Over during the Lease Period: Vehicles shall be turned over every 15,000 kilometers or 6 months whichever comes first.

(9) The United States Government will be responsible for all maintenance and repair of vehicle.

(10) Emission Controls: Vehicles and engines shall comply with all local regulations governing control of air pollution from new motor vehicles and new motor engines in effect on the date of manufacture. Contractor will provide for any required emissions inspections and regulatory compliance.

(11) Modification/Marking of Vehicles by Government: The Government shall be permitted to provide any leased vehicle with “Telepass” or similar device, 1 ea. siren (12V, 15Amp/hr), and 1 ea. portable spot light (12V, 5Amp/hr). It shall be the Contractor’s responsibility to ensure that the electrical system of the leased vehicles is not compromised as a result of the installation of the above electrical devices. The Government will be responsible for removing all devices and accessories before the leased vehicles are turned over to Contractor at the end of lease period, and to restore all damages, if any, resulting from the installation of such items. The Contractor may use placards for temporary identification of vehicles except that the placards may not contain any references to the Contractor that may be construed as advertising or endorsement by the Government of the Contractor.

(12) Inspection of Vehicles: Every time a vehicle is delivered to the Government, such vehicle shall be subject to a joint inspection by the Government and the Contractor prior to acceptance at the required dispatch point. The Contractor and the Government shall both obtain endorsement of delivery by the Contractor to the Government (refer to VEHICLE ACCEPTANCE SHEET for the form that will be used) and also obtain an endorsement to show return and receipt from the Government to the Contractor at the end of the lease period of each vehicle. The inspection shall consist of, but is not limited to, checking all vehicle requirements and vehicle documentation listed below.

(13) Vehicle Requirements: All Vehicles provided under this contract:

a. Vehicles shall be current year model, not more than 6 months old, and with no more than

10,000 kilometers on the odometer upon receipt at the dispatch point.

b. Colors. Vehicle shall be of acceptable color. Acceptable colors are the following: grey (any gradation), black, dark blue, white, and dark brown.

c. Vehicles shall be either gasoline or diesel engine type, at Contractor’s option.

d. Vehicles shall be delivered with full fuel tank, 2 sets of keys, and in a clean condition (interior and exterior).

e. The vehicles shall be right hand drive in UK and free of any mechanical or structural (interior and exterior) defects, as well as any abnormal wear and tear.

(14) Vehicle Documentation: Vehicles shall be fully taxed and licensed for the entire lease period. Vehicles shall be in accordance with all laws and regulations of the Motor Vehicle Department of the countries where vehicles are operated. The below listed documents, in original (unless otherwise specified) shall be provided at time a vehicle is delivered to the Government. If the Contractor chooses to furnish non-original documents (e.g. photocopies), any resulting ticket/fine from competent authorities will be turned over to Contractor for payment immediately. The documents are the following:

- Insurance policy
- Property tax receipt
- Circulation booklet
- Lease agreement (a copy is acceptable)

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### • Roadside emergency service instructions

(15) Failure to Provide Vehicles: Acceptable vehicle, as used in this paragraph, means a vehicle, including replacement vehicles resulting from maintenance/breakdown, meeting all requirements set forth in this specification. The Government will accept or reject a vehicle within one (1) working day after receipt. If the Contracting Officer determines that any vehicle furnished is not in compliance with the contract, the Contracting Officer will promptly inform the Contractor in writing. The Contractor shall eliminate any discrepancies found by the Government or, if deemed necessary by the Contracting Officer, shall replace the vehicle with another appropriate vehicle. The Contractor shall correct the defects as required by the Contracting Officer or provide a replacement vehicle within three (2) calendar days from notification of "Vehicle Rejected". In the event the Contractor cannot furnish an acceptable vehicle within the time limits established by this contract, the Government may, at its option--

(a) Deduct from Contractor's invoice an amount based on 1/30 of the monthly lease cost set forth in the CLIN (ELIN) Schedule, multiplied by the actual number of calendar days for each day the vehicle was not in compliance with the contract requirements; or

(b) Correct the defect or obtain a vehicle of a similar type from another source until an acceptable vehicle is furnished by the Contractor, and charge or offset against the Contractor any excess costs occasioned thereby.

(16) Provision of Vehicles: Performance Objectives and Standards: The Contractor shall provide various types of vehicles to the US Government at the dispatch points stated in the contract. Refer to the Contract Line Items (CLIN) ELIN Schedule for number and type of vehicles to be furnished under this contract and Paragraph "Dispatch Points" for delivery locations under this contract. The Contractor shall comply with all requirements specified herein including, but not limited to, timely delivery/pick-up, proper license/insurance, vehicle technical characteristics, and adequate maintenance to provide safe and reliable vehicles throughout the lease period.

#### Performance Standards:

- a. All types and quantities of vehicles specified are delivered on time at the specified locations.
- b. All vehicles are properly licensed, and fully meet the required vehicle characteristics.
- c. Minimal replacement is required during the lease term as a result of poor vehicle quality and/or poor maintenance.

(17) Vehicle Delivery: Performance Objectives and Standards: Vehicles shall be delivered on the first day of lease period at the various Dispatch Points. Vehicles shall be delivered during Government regular working hours: 0700 to 1600. Upon delivery, vehicles will be subject to inspection using the

VEHICLE ACCEPTANCE SHEET attached herein.

#### Performance Standards:

- a. Vehicles are delivered as scheduled.
- b. Vehicles pass all inspection points.
- c. Vehicles have all required documentation.

(18) Vehicle Maintenance: Performance Objectives and Standards: Except as specified in paragraphs "Government Provided Materials" and "Government Provided Services," the United States government shall provide full maintenance services to maintain safe and reliable vehicles throughout the lease period.

Performance Standards: Vehicles are properly maintained in accordance with industry standards.

(19) Routine Maintenance Performance and Standards: The United States Government shall provide routine maintenance to minimize vehicle malfunction/breakdown. Minimum requirements shall be in accordance with vehicle manufacturer's recommendation. Upon delivery of each vehicle, the Contractor shall submit a maintenance

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schedule indicating kilometer thresholds and their related maintenance checks; it will be the United States Government's responsibility to notify the Contractor before these kilometer thresholds are reached.

Vehicle replacement during routine maintenance is addressed in paragraph (23) "Temporary Replacement Performance and Standards."

Performance Standard: Vehicles are regularly maintained in accordance with industry standards.

(20) **Unscheduled Repair/ Maintenance Work Performance and Standards:** The Contractor shall provide unscheduled repair/ maintenance work to ensure efficient operation of vehicles. The Government will notify the Contractor of any unscheduled repair/maintenance work needed for the vehicles leased under this contract by issuing the form "VEHICLE REPAIR REQUEST SHEET." Completion time for unscheduled repair/maintenance work shall be as agreed on by the Government and the Contractor on a case-by-case basis depending upon the extent and complexity of work to be performed. Vehicle replacement during unscheduled repair/maintenance work is addressed in paragraph (23) "Temporary Replacement Performance and Standards."

Performance Standard: Services are performed in an efficient, accurate, timely manner and in accordance with industry standards.

(21) **Road Service Performance and Standards:** The Contractor shall provide Road Service to ensure continuous availability of vehicles. All vehicles shall be covered by a roadside repair and recovery service in the event of an emergency wherever the vehicle is located at the time the service is required and at no additional expense to the Government. The Contractor shall furnish with the vehicles, at the time of delivery, a package detailing information and procedures for obtaining said roadside maintenance and recovery service. Road Service assistance shall be available at the site of the car within two (2) hours of the road service call being placed. Road Service shall include taking the driver and any passengers to the Road Service's facility or the nearest facility with telephone access.

Performance Standard: Road Service calls are promptly and accurately responded to in accordance with the PWS.

(22) **Vehicle Replacement Performance and Standards:** The Contractor shall provide replacement vehicles when required to ensure continuous availability of vehicles. All vehicle replacement shall be at no additional cost to the Government. The Contractor shall not replace any vehicles leased under this contract without prior written approval by the Contracting Officer. No replacement vehicle is required if the vehicle must undergo to any maintenance/ repair work requiring up to 24 hours.

Performance Standard: Replacement vehicles meet requirements of Performance Work Statement (PWS).

(23) **Temporary Replacement Performance and Standards:** The Contractor shall provide replacement vehicles for any vehicle out of service for more than 24 hours. Temporary replacement shall not exceed 30 calendar days. In case of any Contractor-scheduled maintenance work, replacement shall take place concurrently with the pick-up of the vehicle requiring maintenance (date/time of replacement to be mutually established by the Government and the Contractor). In all other cases, response time for temporary vehicle replacement shall be 24 hours from notification by the Government. Picking-up of repaired vehicle (and turning over of replacement vehicle) shall take place at the designated dispatch points within 48 hours from notification by the Contractor that maintenance/repair work on the leased vehicle has been completed.

Performance Standard: Replacement Vehicle is provided within the required timeframe (24 hours).

Replacement vehicles meet requirements.

(24) **Permanent Replacement Performance and Standards:** The Contractor shall provide replacement vehicles for any vehicle that has been lost (e.g. fire/theft) or has suffered an accident/ breakdown beyond economical repair to ensure continuous availability of vehicles. Response time for permanent replacement of vehicles shall be not more than 30 calendar days from notification by the Contracting Officer. The Contractor shall provide a temporary replacement vehicle, during this 30-day period, within 24 hours from request by the Contracting Officer.

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Performance Standard: Replacement Vehicle is provided within the required timeframe (30calendar days).

Replacement vehicles meet requirements.

(25) Requirements of Replacement Vehicles Performance and Standards: Replacement vehicles shall be the same type of the vehicle being replaced. If replacement occurs as a result of vehicle loss or accident/breakdown beyond repair, age/kilometers shall not exceed the age/kilometers of the vehicle being replaced. In case of temporary replacement, if the same type of vehicle is not available, the Contractor shall provide, upon approval by the Contracting Officer, a vehicle of a type better than the vehicle being replaced, at no additional cost to the Government.

Performance Standard: Replacement vehicles meet requirements.

(26) Vehicle Pick-up/Dispatch Points Performance and Standards: The Contactor shall pick-up vehicles at the designated Dispatch Points upon termination of lease period and/or when maintenance/ repair work is needed. The Government will contact the Contractor to schedule vehicle pick-up within two (2) working days. Vehicles shall be picked-up during normal working hours and within 1 hour of the scheduled appointment. Any vehicle not picked-up on time will be stored in commercial storage and storage costs will be billed to the Contractor. Vehicles returned at the end of the lease period will have a full tank of gas.

Performance Standard: Vehicles are picked up as scheduled

(27) Government Provided Materials: The Government will provide the following materials:

a. Fuel as required during operation of vehicles by Government personnel. However, all fuel necessary while the vehicle is in Contractor's custody (e.g. during maintenance/repair work) shall be the Contractor's responsibility.

b. All materials required to perform the services listed in paragraph "Government Provided Services" below, as applicable.

(28) Government Provided Services: The Government will provide the following services:

a. Routine interior and exterior cleaning of vehicles, excluding initial cleaning.

b. Checking and maintaining the correct tire pressure. Flat tire change. Flat tire repairs will also be provided by the Government except when tire is damaged beyond repair and needs to be replaced by the Contractor with a new tire.

c. Modification of vehicles as specified in paragraph "Vehicle Modification/Marking of Vehicles by Government," including restoration of damages, if any, resulting from Government-installed accessories and devices.

d. Loss of or Damage to Vehicle. The contractor hereby assumes and shall bear the entire risk of loss of or damage to the vehicles (including costs of towing, administrative costs, loss of use, and replacements), from any and every cause whatsoever, including without limitation, casualty, collision, fire malicious mischief, vandalism, tire damage, falling objects, overhead damage, glass breakage, strike, civil commotion, theft and mysterious disappearance, except when the loss or damage is caused by a U.S.

Government Representative in one or more of the following instances:

(i) Obtaining the vehicle through fraud or misrepresentation; (2) Operation of the vehicle by a driver (if self-driven) who is under the influence of intoxicants or any prohibited drugs

(3) Use of the vehicle for any illegal purpose; (d) Use of the vehicle in pushing or towing another vehicle; (e) Use or permitting the vehicle to carry passengers or property for hire; (f) Operation of the vehicle in live artillery fire exercise, or used in training for tactical maneuvers; (g) Operation of the vehicle in a test, race or contest; (h) Theft of the vehicle and the customer cannot produce the vehicle keys, unless the customer can show the keys were stolen through theft or robbery; and (i) Operation across international boundaries unless specifically authorized at the time of contract award. Contractor shall state what countries are authorized in offer.

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(ii) Billing for Damages: When loss or damage is due to an exception stated above, the contractor will submit its bills directly to the customer's agency to the attention of the customer at the official duty address. If the agency denies liability on the basis that the customer or other authorized driver was not operating the vehicle within scope or employment or for an official purpose at the time of the loss, the contractor may handle the matter directly with the customer. Claims for damage to a vehicle will not include amounts for administrative costs, loss of use or replacements

f. Police Report: The driver will notify the company of any accident and obtain a police/traffic report for the contractor if one is reasonably available.

(29) Contractor Furnished Items: Except as specified in paragraphs 27 "Government Provided

Materials" and 28 "Government Provided Services," the Contractor shall provide all vehicles, transportation, maintenance, repair, equipment, materials, parts, supplies, components, and facilities to perform the requirements of this contract. The Contracting Officer or other Government Representative may inspect Contractor-furnished items for adequacy and compliance with contract requirements. Inadequate or unsafe items shall be removed and replaced by the Contractor at no cost to the Government. Materials containing asbestos, lead, and PCB's shall not be brought on site. The Contracting Officer may at any time require samples, Material Safety Data Sheets (MSDS), manufacturer's data cut sheets of materials used in this contract.

(30) Invoicing: The Contractor shall submit invoices monthly to the Contracting Officer in original and one (1) copy for services provided. Payment will be based on invoices submitted by the Contractor for satisfactorily completed work. Invoices will be processed for payment upon verification of work actually performed and receipt of required Contractor submittals. Invoices for the work shall be formatted in accordance with the samples provided in the pre-performance conference and submitted with copies of the DD 1155 in case of modification to the subject contract. The Contracting Officer is required to accept only one invoice per month. Invoices should be delivered the first week of each month, during the Government's regular working hours, to:

The Contractor should anticipate invoicing monthly for a prorate portion (1/12th) of the firm fixed-price work for CLIN 0001 however, the Government reserves the right to require itemized invoices for all firm fixed-price work.

An invoice is a written request for payment under the contract, for supplies delivered or for services rendered. In order to be proper, an invoice must include as applicable the following:

(a) Invoice date;

(b) Name of Contractor;

(c) Contract number (including order number if any), contract line item number, contract description of supplies or services, quantity, contract unit of measure and unit price, and extended total;

(d) Name and address to which payment is to be sent (which must be the same as that in the contract or on a proper notice of assignment);

(e) Name (where practicable), title, phone number and mailing address of person to be notified in event of an improper invoice;

(f) Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

(31) Additional Contract Terms: The following additional contract terms apply:

(a) The Contractor may be required to attend administrative and coordination meetings.

(b) The Contractor shall obtain all required permits, licenses, and authorizations to perform services under this contract and comply with all the applicable Italian, French, UK and European local laws and regulations.

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(c) The Contractor and all Government personnel authorized to lease vehicles under this contract shall observe the terms of this contract. Contract Terms and Conditions may only be modified in writing by the Contracting Officer.

(d) For purposes of determining the monthly cost of a vehicle, the ELIN TOTAL AMOUNT shall be divided by Quantity (QTY) and divided by 12 (Months).

(e) For purposes of determining the yearly cost of a vehicle, the ELIN TOTAL AMOUNT shall be divided by Quantity (QTY).

### CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-7	Anti-Kickback Procedures	MAY 2014
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
52.204-7	System for Award Management	JUL 2013
52.204-7 Alt I	System for Award Management-- Alternate I	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.212-1	Instructions to Offerors--Commercial Items	OCT 2015
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2015
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-50	Combating Trafficking in Persons MAR 2015	
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.225-14	Inconsistency Between English Version And Translation Of Contract	FEB 2000
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-- Representation and Certifications.	OCT 2015
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-34	Payment By Electronic Funds Transfer--Other Than System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
52.247-34	F.O.B. Destination NOV 1991	
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7002	Payment For Subline Items Not Separately Priced	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014

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252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.213-7000	Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System—Statistical Reporting in Past Performance Evaluations	JUN 2015
252.225-7041	Correspondence in English	JUN 1997
252.225-7048	Export-Controlled Items	JUN 2013
252.229-7000	Invoices Exclusive of Taxes or Duties	JUN 1997
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7008	Assignment of Claims (Overseas)	JUN 1997
252.232-7010	Levies on Contract Payments	DEC 2006
252.233-7001	Choice of Law (Overseas)	JUN 1997
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.247-7023	Alt I Transportation of Supplies by Sea (APR 2014) Alternate I	APR 2014

### CLAUSES INCORPORATED BY FULL TEXT

#### 52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price considered only.

#### **Factor: Price:**

a. The total evaluated price shall be the sum of all CLIN/ELIN prices listed in the schedule.

b. Currency: Offers submitted in response to this solicitation shall be in terms of local currency or U.S. Dollars. The Government shall use the daily exchange rate of the solicitation closing date to convert local currency offers into U.S. Dollars for evaluation. Evaluation of foreign currency offers will be in accordance with FAR clause 52.225-17. All supporting documentation shall reflect the same currency established in the price proposal.

c. Each offeror's proposed price will be evaluated to determine whether it is fair and reasonable in accordance with FAR 15.404.

(b) Options. *Not Applicable*

(c) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(End of provision)

#### 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000)

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the daily exchange rate located at [www.XE.com](http://www.XE.com) website, in effect as follows:

(a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.

(b) For acquisitions conducted using negotiation procedures--

(1) On the date specified for receipt of offers, if award is based on initial offers; otherwise

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(2) On the date specified for receipt of proposal revisions.

(End of provision)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

(a) Upon receipt of accelerated payments from the Government, the Contractor shall make accelerated payments to its small business subcontractors under this contract, to the maximum extent practicable and prior to when such payment is otherwise required under the applicable contract or subcontract, after receipt of a proper invoice and all other required documentation from the small business subcontractor.

(b) The acceleration of payments under this clause does not provide any new rights under the Prompt Payment Act.

(c) Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial items.

(End of clause)

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

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

<https://www.acquisition.gov/?q=browsefar>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>  
<http://farsite.hill.af.mil/VFDFARA.HTM>  
<http://farsite.hill.af.mil/VFAFAR1.HTM>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/?q=browsefar>  
<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/>  
<http://farsite.hill.af.mil/VFDFARA.HTM>  
<http://farsite.hill.af.mil/VFAFAR1.HTM>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.225-7043 ANTITERRORISM/FORCE PROTECTION POLICY FOR DEFENSE CONTRACTORS OUTSIDE THE UNITED STATES (JUN 2015)

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

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

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

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

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

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

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

(1) A foreign government;

(2) A representative of a foreign government; or

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

(d) Information and guidance pertaining to DoD antiterrorism/force protection can be obtained from HQDA-AT; telephone (202) 433-9077.

(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 10 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 days (60 days unless a different number of days is inserted) 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 42 months.

(End of clause)

252.232-7006

Wide Area Workflow Payment Instructions

MAY 2013

### 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.

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“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 for Supplies      or      2-IN-1 Invoice for Services***

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

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(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	N68732
Issue By DoDAAC	N63285
Admin DoDAAC	N63285
Inspect By DoDAAC	N63285
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A

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Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N63285
LPO DoDAAC	N63285
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

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

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

[Larry.Cottingham@ncis.navy.mil](mailto:Larry.Cottingham@ncis.navy.mil)

[Jason.Burr.ctr@ncis.navy.mil](mailto:Jason.Burr.ctr@ncis.navy.mil)

[ncis\\_code11b1\\_acq\\_inv@ncis.navy.mil](mailto:ncis_code11b1_acq_inv@ncis.navy.mil)

(g) *WAWF point of contact.*

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

Theresa Tameris – [theresa.tameris@ncis.navy.mil](mailto:theresa.tameris@ncis.navy.mil)

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

(End of clause)