OMB Approval Number 2700-0042
OMB Approval Number 9000-0008

SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFG 350)	RATING DO-S10	PAGE 1 OF 86 PAGES

2. CONTRACT NO.	3. SOLICITATION NO.	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NO.
	N00178-07-R-4000	SEALED BID (IFB) X NEGOTIATED (RFP)	30 Nov 2006	

7. ISSUED BY	CODE N00178	8. ADDRESS OFFER TO *(If other than Item 7)*
NAVAL SURFACE WARFARE CENTER 17320 DAHLGREN ROAD DAHLGREN, VA 22448-5100		SEE SECTION L

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

SOLICITATION

9. Sealed offers in **original and copies** for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **SEE SECTION L** until **SEE SECTION L** local time **SEE SECTION L**.

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE NO. *(Include area code)* *(NO COLLECT CALLS)*	
	XDS	540-653-7087	email: e-pco@[illegible]port.navy.mil

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
X	A	SOLICITATION/CONTRACT FORM	1	X	I	CONTRACT CLAUSES	41
X	B	SUPPLIES OR SERVICES AND PRICE/COST	2			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	6	X	J	LIST OF ATTACHMENTS	56
X	D	PACKAGING AND MARKING	11			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	12	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	57
X	F	DELIVERIES OR PERFORMANCE	13				
X	G	CONTRACT ADMINISTRATION DATA	15	X	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	65
X	H	SPECIAL CONTRACT REQUIREMENTS	22	X	M	EVALUATION FACTORS FOR AWARD	80

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 180 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)*	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %

14. ACKNOWLEDGMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

15A. NAME AND ADDRESS OF OFFEROR	CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*	
15B. TELEPHONE NO. *(Include area code)*	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE	18. OFFER DATE

AWARD *(To be completed by Government)*

19. ACCEPTED AS ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: 10 U.S.C. 2304(c) ( ) 41 U.S.C. 253(c)( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* ITEM
24. ADMINISTERED BY *(If other than Item 7)* CODE		25. PAYMENT WILL BE MADE BY CODE
26. NAME OF CONTRACTING OFFICER *(Type or print)*		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.

DRAFT

SECTION B - SUPPLIES OR SERVICES AND PRICES

THE OFFEROR SHALL INSERT THE PROPOSED AMOUNT OR CONTRACTOR SPECIFIC INFORMATION WHERE AN * APPEARS.

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1000-1999	Engineering, Technical, and Programmatic Support Services	72,000,000	Hours	*	*

ALL ORDERS USING ITEMS 1000-1999 WILL BE COST TYPE ORDERS

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2000-2999	Engineering, Technical, and Programmatic Support Services	83,276	Orders		$15,276,982,000.00

ALL ORDERS USING ITEMS 2000-2999 WILL BE FIXED PRICE ORDERS

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3000-3999	Other Direct Costs required to perform effort under ITEMS 1000-1999	1	Lot		$1,216,320,000.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4000-4999	Engineering, Technical, and Programmatic Support Services	90,000,000	Hours	*	*
AWARD TERM 1	ALL ORDERS USING ITEMS 4000-4999 WILL BE COST TYPE ORDERS				

ITEMs NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
5000-5999	Engineering, Technical, and Programmatic Support Services	104,095	Orders		$19,096,227,000.00
AWARD TERM 1	ALL ORDERS USING ITEMS 5000-5999 WILL BE FIXED PRICE ORDERS				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
6000-6000	Other Direct Costs required to perform effort under CLIN 4000-4999	1	Lot		$1,504,772,000
AWARD TERM 1					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7000-7999	Engineering, Technical, and Programmatic Support Services	90,000,000	Hours	*	*
AWARD TERM 2	ALL ORDERS USING ITEMS 7000-7999 WILL BE COST TYPE ORDERS				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8000-8999	Engineering, Technical, and Programmatic Support Services	104,095	Orders		$19,096,227,000.00
AWARD TERM 2	ALL ORDERS USING ITEMS 8000-8999 WILL BE FIXED PRICE ORDERS				

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000-9999	Other Direct Costs required to perform effort under CLIN 7000-7999	1	Lot		$1,504,772,000.00
AWARD TERM 2					

SEE SECTION H.1 SPECIAL PROVISIONS

THE OFFEROR SHALL INDICATE IN THE FOLLOWING TABLE WHICH ZONE(S) ARE BEING PROPOSED

Zone 1 Northeast	Zone 2 National Capital	Zone 3 Mid Atlantic	Zone 4 Gulf Coast	Zone 5 Midwest	Zone 6 Southwest	Zone 7 Northwest

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

The minimum quantity and contract value for all orders issued against this contract shall not be less than the minimum quantity and contract value stated in the following table. The maximum quantity and contract value for all orders issued against this contract shall not exceed the maximum quantity and contract value stated in the following table.

BASE PERIOD

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1 Order	$2,501.00	83,276 orders and 72,000,000 hours	$*

AWARD TERM 1

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	N/A	104,095 orders and 90,000,000 hours	$*

AWARD TERM 2

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	N/A	104,095 orders and 90,000,000 hours	$*

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

The minimum obligation under any awarded contract is $2,501.00. The maximum quantity(s) and CLIN value(s) for all orders issued against the CLIN(s) on this contract shall not exceed the maximum quantity(s) and CLIN value(s)

stated in the following table.

CLIN	MAXIMUM QUANTITY	MAXIMUM AMOUNT
1000	72,000,000 HOURS	*
2000	83,276 ORDERS	$15,276,982,000.00
3000	1 LOT	$ 1,216,320,000.00
4000	90,000,000 HOURS	$*
5000	104,095 ORDERS	$19,096,227,000.00
6000	1 LOT	$ 1,504,772,000.00
7000	90,000,000 HOURS	$*
8000	104,095 ORDERS	$19,096,227,000.00
9000	1 LOT	$ 1,504,772,000.00

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995) (Applicable at Task Order Level)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of $500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

1. SCOPE

1.1 - Background

In 2002, the Chief of Naval Operations (CNO) promulgated Seapower 21. Seapower 21 provides a framework to align, organize and integrate the U.S. Navy to meet the wide variety of challenges that lie ahead. The CNO called upon the entire Navy to find ways to become more efficient and effective. To meet Seapower 21 objectives and to increase efficiency, the NAVSEA Warfare Centers established the Seaport Enhanced (Seaport-e) Multiple Award Contract (MAC) vehicle, using a web-based, e-business procurement Portal, to facilitate performance-based service acquisition, leverage buying power, improve business intelligence and reduce cycle time. In October 2004, the Virtual SYSCOM Commanders formalized an agreement to expand the ordering community of Seaport-e to include all Virtual SYSCOM activities and to leverage the success of SeaPort-e in achieving the aforementioned objectives across the Virtual SYSCOM. Additionally, other Navy activities, including the Military Sealift Command, Strategic Systems Programs, Office of Naval Research, and the United States Marine Corps have chosen to use SeaPort Enhanced.

-1.2- Scope of Contract

The Contractor shall, in response to task orders issued under this contract by the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Systems Command, Naval Supply Systems Command, Military Sealift Command, Naval Facilities Command, Strategic Systems Programs, , Office of Naval Research and the United States Marine Corps, provide services that potentially span the entire spectrum of mission areas supported by the activities and technical capabilities that comprise the various ordering offices, as well as provide professional support services to the overall Navy and Marine Corps organizations. Services within the functional areas identified below, may be performed under this contract for new product areas, programs, or missions, which are assigned to these activities during the life of the contract. Additionally, activities may provide limited support under this contract to other Department of Defense (DoD), non-DoD, or Joint agencies for work that is integrally related to product areas and mission.

Services to be provided under this contract are categorized into 22 functional services areas as follows, and are further defined in Paragraph 3 below:

1. Research and Development Support
2. Engineering, System Engineering and Process Engineering Support
3. Modeling, Simulation, Stimulation, and Analysis Support
4. Prototyping, Pre-Production, Model-Making, and Fabrication Support
5. System Design Documentation and Technical Data Support
6. Software Engineering, Development, Programming, and Network Support
7. Reliability, Maintainability, and Availability (RM&A) Support
8. Human Factors, Performance, and Usability Engineering Support
9. System Safety Engineering Support
10. Configuration Management (CM) Support
11. Quality Assurance (QA) Support
12. Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support
13. Inactivation and Disposal Support
14. Interoperability, Test and Evaluation, Trials Support
15. Measurement Facilities, Range, and Instrumentation Support
16. Logistics Support
17. Supply and Provisioning Support
18. Training Support
19. In-Service Engineering, Fleet Introduction, Installation and Checkout Support
20. Program Support
21. Functional and Administrative Support
22. Public Affairs and Multimedia Support

2. APPLICABLE DOCUMENTS

Applicable military specifications and standards that are listed in the issue of the Department of Defense Index of Specifications and Standards (DODISS), and current on the date of contract award, plus applicable industry standards, or any other program documents may be specified within the individual delivery orders that will be issued for performing specific tasks under this indefinite quantity contract.

3. REQUIREMENTS

The Contractor shall provide qualified personnel, materials, facilities, equipment, test instrumentation, data collection and analysis, hardware and software, and other services that will support the Navy and Marine Corps in the execution of their overall organizational functions and the specific missions of the individual activities and ordering offices. Functional areas to be supported under this contract are described in the sections below.

3.1 - Research and Development Support

This functional area consists of supporting the development and application of scientific and analytical disciplines to conduct fundamental research; scientific study and experimentation directed toward advancing the state-of-the-art or increasing knowledge or understanding; concept formulation; assessment of system and subsystem requirements; development, analysis and evaluation of concepts, technologies, systems and subsystems; and development of operational concepts and tactics with the end goal being the application of results to developing new or improving existing warfighting capabilities.

3.2 - Engineering, System Engineering and Process Engineering Support

This functional area consists of supporting the application of engineering disciplines to technically support development of new and existing Naval capabilities and systems, technically support development of significant alterations to existing systems, support integration and interface of existing equipment or software into different applications or platforms to support the warfighter, and support evaluation of foreign or non-developmental systems, equipments, and technologies. This functional area also includes all support required within the area of environmental engineering of U. S. Navy weapon systems and base related infrastructure.

3.3 - Modeling, Simulation, Stimulation, and Analysis Support

This functional area consists of the application of a standardized, rigorous, structured methodology to create and validate a physical, mathematical, or otherwise logical representation of a system, entity, phenomenon, or process. The functional area involves the use of models, including emulators, prototypes, simulators, and stimulators, either statically or over time, to develop data as a basis for making managerial, technical, strategic, or tactical decisions.

3.4 - Prototyping, Pre-Production, Model-Making, and Fabrication Support

This functional area consists of the building, fabrication, testing, evaluating and operating reduced and full scale models, mock-ups, prototypes, pre-production units and research and development (R&D) test tools of electronic and electro-mechanical systems and system elements. Fabrication and machining of replacement parts or equipments for fielded systems or platforms is included. Includes the use of traditional materials as well as new composite materials.

3.5 - System Design Documentation and Technical Data Support

This functional area involves the engineering effort required to prepare and assure that the detailed technical data documentation that is necessary to support system development reflects the latest design, configuration, integration, and installation concepts. Technical documentation may be in the form of paper, electronic (digital) or interactive computer systems.

3.6 - Software Engineering, Development, Programming, and Network Support

This functional area consists of applying the engineering and scientific disciplines to perform technical analysis of, technically support development of or selection of hardware and computer software, or modification to existing hardware and software for systems, test facilities, or training facilities. This also consists of software engineering efforts and programming support required to technically support software implementation in systems, sub-systems, and components utilizing computers, electronics, and software. Planning, designing, coding, testing, integrating, supporting, and delivering algorithms, software (source code and executables), computer programs are the inherent activities of this functional area. Commercial Off-The-Shelf (COTS) solutions and product modifications (e.g., software tools, licensing, and associated hardware) which are incidental to the overall support service efforts are considered within the scope of this functional area. Generally, the software development processes used for software development

under this contract shall be, as a minimum, assessed at Software Engineering Institute (SEI) Capability Maturity Model (CMM) Level 3 or equivalent, however the Government may specify other (either lower or higher) standards in individual task orders issued under the contract.

3.7 - Reliability, Maintainability, and Availability (RM&A) Support

This functional area consists of applying engineering, scientific, and analytical disciplines to ensure that systems and platforms RM&A requirements are integrated with the system design, development and life cycle sustainment resulting in warfighting capabilities that function effectively when required and that detection and correction of design deficiencies, weak parts, and workmanship defects that affect functionality are implemented.

3.8 - Human Factors, Performance, and Usability Engineering Support

This functional area consists of applying engineering, scientific, and analytical disciplines to ensure that design of interactive systems are safer, more secure and easier to use thereby reducing accidents due to human error, increasing system integrity and enabling more efficient process operations. This functional area also includes applying engineering, scientific, and analytical disciplines to ensure that the number, type, mix, knowledge, skills, and abilities (KSAs), aptitudes and physical characteristics of operators, maintainers and support personnel have been defined and documented early in the system design phase.

3.9 - System Safety Engineering Support

This functional area consists of applying engineering and analytical disciplines to ensure that safety is considered in all aspects of design, development, operation, maintenance, and modification of systems and platforms.

3.10 - Configuration Management (CM) Support

This functional area consists of applying engineering and analytical disciplines to identify, document, and verify the functional, performance, and physical characteristics of systems, to control changes and non-conformance, and to track actual configurations of systems and platforms.

3.11 - Quality Assurance (QA) Support

This functional area consists of applying engineering and analytical disciplines to ensure that the processes and products used in the design, development, fabrication, manufacture and installation result in quality products.

3.12 - Information System (IS) Development, Information Assurance (IA), and Information Technology (IT) Support

This functional area consists of providing information system software analysis, requirements definition, design, development, test, modification, installation, implementation, quality assurance, training, and documentation to meet the evolving data storage and reporting needs of programs and management. Analyze existing IT and IS databases, web sites, and IT applications and recommend new or improved interfaces and improved management tools that meet new management requirements, or improve management effectiveness and efficiency. Perform maintenance and technical support for Local Area Networks (LAN) and Wide Area Networks (WAN) that are outside the cognizance of the Navy Marine Corps Intranet (NMCI). Modify, implement and maintain web based information systems and links. Develop web-site structure, prepare documentation for population, implement and maintain web sites. Provide systems engineering and technical support for establishment, test, upgrade, and operational support of systems, networks, workstations and support equipment hardware and software that are outside the cognizance of NMCI. Conduct IA analyses, develop, recommend, and implement, monitor, update, and maintain, IA practices, procedures, equipments, algorithms, and hardware that are outside the cognizance of NMCI.

3.13 - Inactivation and Disposal Support

This functional area consists of technically supporting submarine, aircraft, weapons system and ship inactivation and disposal efforts to ensure that critical equipment removed is safeguarded and destroyed in accordance with the appropriate Navy instructions and directives. Provide direct liaison with the Shipyard or depot and the Navy to insure that critical technology is not inadvertently transferred to foreign nationals or governments. Ensure proper documentation exists for the sale of excess materials from inactivated platforms prior to sale by the Defense Reutilization and Marketing Service (DRMS). Technically support the demilitarization process for shipboard equipment using the Expanded Work Breakdown Structure (EWBS), Trade Security Controls (TSC), and Munitions List Items (MLI) all of which are used to determine the disposition of excess, not-ready-for-issue (non-RFI) equipment. Technically

support the security classification requirements and guidelines for data and equipment necessary to assist in making decisions on sales issues.

3.14 - Interoperability, Test and Evaluation, Trials Support

This functional area consists of the application of engineering, scientific, and analytical disciplines necessary to ensure that developed platforms, systems, and warfighting capabilities have been properly tested and that joint interoperability requirements have been fully met at all levels of their life cycle.

3.15 - Measurement Facilities, Range, and Instrumentation Support

This functional area consists of applying engineering, analytical, and technician disciplines in the operation and support of measurement facilities, ranges and instrumentation used for testing, evaluating, experimenting, and exercising platforms and systems.

3.16 - Logistics Support

This functional area consists of applying the engineering and analytical disciplines required to implement acquisition logistics as a multi-functional technical management discipline associated with the design, development, test, production, fielding, sustainment, and improvement modifications of cost effective systems that achieve the warfighters' peacetime and wartime readiness requirements. The principal objectives of acquisition logistics are to ensure that support considerations are an integral part of the system's design requirements, that the system can be cost effectively supported through its life-cycle, and that the infrastructure elements necessary to the initial fielding, operation and maintenance support of the system are identified and developed and acquired.

3.17 - Supply and Provisioning Support

This functional area consists of applying the analytical and technical disciplines required to ensure that fielded warfighting capabilities are materially sustained. The principal objectives of this functional area are to ensure that material for operation and maintenance of warfighter systems is available when required, that materials are properly stored and transported, and inventories are managed in a cost effective manner to sustain supported systems.

3.18 - Training Support

3.18.1 Technical Training Support

This functional area consists of applying the engineering and analytical disciplines required to ensure that the warfighter and technical support community is provided with adequate instruction including applied exercises resulting in the attainment and retention of knowledge, skills, and attitudes regarding the platforms, systems, and warfighting capabilities they operate and maintain.

3.18.2 Professional Development and Training Support

This functional area includes organizational development and process improvement training activities. This functional area consists of information dissemination, as well as the development and facilitation of training for the Navy and Marine Corps workforce related to organizational development and process improvement initiatives. This includes efforts such as implementation of LEAN practices, implementation of National Security Personnel System (NSPS), Competency Alignment initiatives, and other workforce training efforts related to organizational development initiatives, process improvement initiatives and Human Capital Strategies.

3.19 - In-Service Engineering, Fleet Introduction, Installation and Checkout Support

This functional area consists of the application of engineering, analytical, and technical disciplines and skills to establish and maintain long-term engineering, operation, and maintenance support for in-service warfighting capabilities as well as the capability to modernize or introduce transformational technologies into those capabilities.

3.20 - Program Support

This functional area consists of applying the business, financial management, and technical disciplines required to support planning, organizing, staffing, controlling, and leading team efforts in managing acquisition programs such that the result places a capable and supportable system in the hands of the warfighter when and where it is needed, and does so at an affordable price. This

functional area represents an integration of a complex system of differing but related functional disciplines that must work together to achieve program goals through development, production, deployment, operations, support, and disposal.

3.21 - Functional and Administrative Support

This functional area consists of applying analytical, clerical, organizational assessment, and administrative disciplines required for seamless operation of offices and support functions. This includes functional and administrative support of all Navy and Marine Corps programs, program offices, personal property management, Human Capital Strategy processes, organizational development efforts, and process improvement efforts.

3.22 - Public Affairs and Multimedia Support

This functional area consists of supporting Public Affairs organizations as it relates to strategic counsel, planning and execution of communication as a function of command goals and requirements for informing, and promoting the successes of the organization both to external and internal media. Public Affairs organizations oversee the development, implementation and execution of the command communication strategy, planning and tactics for enterprise and national-level initiatives across all target audiences. To accomplish this Public affairs organizations require specific contractor public affairs support including; speechwriting, multimedia documentation, development of strategic communication plans, support of the command exhibit program, exhibit planning/services/leasing of exhibit, photography support, design/layout of command publication to provide critical assistance in development of communication messages for the Navy. This area also includes support in the development of multimedia documentation to support Command communication goals; support for development of strategic communication plans to include metrics, technical writing services, message/brand development, visual media to include still, video and multimedia, and other public affairs services.

4. GOVERNMENT-FURNISHED PROPERTY

All Government furnished information, material, and equipment will be specified in the individual task orders. All government furnished information is the property of the U.S. Government and shall not be transferred to any individual or agency public or private without the express written approval of the Task Order Contracting Officer, except as required for the specific performance of tasks under this contract.

5. SECURITY REQUIREMENTS

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The Contractor shall appoint a Security Officer, who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing delivery orders under this contract. Specific security requirements applicable to the work to be performed under each task order will be identified in the individual task orders. When applicable, a DD Form 254 will be prepared by the ordering activity and issued with the delivery order.

6. DATA DELIVERABLES

Specific technical data will be ordered under CDRLs attached to individual Task Orders issued under the contract. It is anticipated that data items ordered under individual orders will be required to be prepared using standardized Data Item Descriptions (DIDs) listed in the DoD Acquisition Management System and Data Requirements Control List (AMSDL) current at the time of order issuance. It is anticipated that all deliverables prepared under this contract may be required to be delivered as either hardcopy and on electronic media or both as specified in the individual delivery orders.

SECTION D - PACKAGING AND MARKING

ITEMS 1000 THROUGH 3000 AND AWARD TERM OPTION ITEMS 4000 THOUGH 9000 – There are no packaging or marking requirements for the services to be ordered under the task orders. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in individual task orders.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated January 1995.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

(1) name and business address of the Contractor
(2) contract number
(3) task order number
(4) sponsor: _____
(Name of Individual Sponsor)
_____
(Name of Requiring Activity)
_____
(City and State)

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
1000-1999	Destination	Government	Destination	Government
2000-2999	Destination	Government	Destination	Government
3000-3999	Destination	Government	Destination	Government
4000-4999	Destination	Government	Destination	Government
5000-5999	Destination	Government	Destination	Government
6000-6999	Destination	Government	Destination	Government
7000-7999	Destination	Government	Destination	Government
8000-8999	Destination	Government	Destination	Government
9000-9999	Destination	Government	Destination	Government

CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-3	Inspection Of Supplies Cost-Reimbursement	MAY 2001
52.246-4	Inspection Of Services--Fixed Price	AUG 1996
52.246-5	Inspection Of Services Cost-Reimbursement	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2003

SECTION F - DELIVERIES OR PERFORMANCE

DELIVERY INFORMATION

Items	PERIOD OF PERFORMANCE	UNIT OF ISSUE	QUANTITY	FOB	SHIP TO ADDRESS
1000-1999	Contract award to 04-APR-09	Hours	72,000,000	TBD	TO BE INCLUDED IN ORDERS
2000-2999	Contract award to 04-APR-09	Orders	83,276	TBD	TO BE INCLUDED IN ORDERS
3000-3999	Contract award to 04-APR-09	Lot	1	TBD	TO BE INCLUDED IN ORDERS
4000-4999	AWARD TERM 1 05-APR-09 to 04-APR-14	Hours	90,000,000	TBD	TO BE INCLUDED IN ORDERS
5000-5999	AWARD TERM 1 05-APR-09 to 04-APR-14	Orders	104,095	TBD	TO BE INCLUDED IN ORDERS
6000-6999	AWARD TERM 1 05-APR-09 to 04-APR-14	Lot	1	TBD	TO BE INCLUDED IN ORDERS
7000-7999	AWARD TERM 2 05-APR-14 to 04-APR-17*	Hours	90,000,000	TBD	TO BE INCLUDED IN ORDERS
8000-8999	AWARD TERM 2 05-APR-14 to 04-APR-17*	Orders	104,095	TBD	TO BE INCLUDED IN ORDERS
9000-9999	AWARD TERM 2 05-APR-14 to 04-APR-17*	Lot	1	TBD	TO BE INCLUDED IN ORDERS

* - The Period of Performance of Items 7000-7999, 8000-8999, and 9000-9999 (Award Term 2) are contingent upon the criteria set forth in Clause H.9 - CONTRACT AWARD TERM PROVISIONS and as such may be longer than identified in the table above

CLAUSES INCORPORATED BY REFERENCE

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

Ddl-F40 CONTRACTOR NOTICE REGARDING LATE DELIVERY

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract

Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SECTION G - CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION - The contractor must be registered with the Contractor Central Registration, in accordance with FAR 15, in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

PAYMENT — Performance-based payments or progress payments are authorized for interim payments for any task orders, where the contractor so requests and has been granted approval.

POINTS OF CONTACT- The Government points of contact for this contract are as follows:

SeaPort Enhanced Contracting Officer:

SeaPort-e PCO
NSWC Dahlgren Division
17320 Dahlgren Road
Dahlgren, VA 22448-5100
(540) 653-7087
e-pco@seaport.navy.mil

Ombudsman:

While the individual Task Order Contracting Officer should be the first point of contact for industry seeking resolution of issues, each ordering activity has an established Ombudsman. The Ombudsman represents an impartial authority, outside of the Contracting organization. An overarching Ombudsman exists at the Naval Sea Systems Command Headquarters for the resolution of issues involving one or more ordering offices or if resolution from an ordering office Ombudsman is not sufficient.

Task Order Manager:

To be provided for each order where applicable

The Government reserves the right to change the Contracts Representative, the Ombudsman, or Task Order Manager at anytime, unilaterally.

A list of Zone Coordinators and Ombudsmen will be maintained on the Vendor Portal to authorized users.

Ddl-G20 ORDERING (INDEFINITE DELIVERY TYPE CONTRACTS)

(a) Ordering: All Warranted Contracting Officers of the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps are authorized ordering officers. Supplies or services to be furnished under this contract shall be furnished at such times as ordered by the issuance of Orders by the Task Order Contracting Officer. All orders are subject to the terms and conditions of this contract. This contract shall control in the event of conflict with any order.

(b) Ordering Procedures:

(1) Orders issued shall include, but not be limited to the following information (when applicable):

(i) Date of order.
(ii) Contract and order number.
(iii) Type of Order
(iv) Appropriation and accounting data.
(v) Description of the services to be performed.
(vi) Description of end item(s) to be delivered.
(vii) DD Form 254 (Contract Security Classification Specification)
(viii) DD Form 1423 (Contract Data Requirements List)
(ix) The individual responsible for inspection/acceptance.
(x) Period of performance/delivery date.
(xi) Estimated number of labor hours for each applicable labor category.
(xii) The estimated cost plus fixed fee or ceiling price for the order.
(xiii) List of Government furnished equipment, material, and information.

(c) Modifications of Orders: Orders may be modified only by the cognizant Task Order Contracting Officer.

(d) The Cost Plus Fixed Fee or Ceiling Price for each Order may not be changed except when authorized by a modification to the Task Order.

(e) Unilateral Orders. Task Orders under this contract will ordinarily be issued after both parties agree on all terms. If the parties fail to agree, the Task Order Contracting Officer may require the contractor to perform and any disagreement shall be deemed a dispute within the meaning of the "Disputes" clause.

Ddl-G21 TYPES OF ORDERS UNDER INDEFINITE DELIVERY TYPE CONTRACTS

(a) The decision on whether or not the Order will be Cost-Plus-Fixed-Fee (Completion), Cost-Plus-Fixed-Fee (Term), Cost Plus Incentive Fee, Cost Plus Award Fee, Firm Fixed Price, or Fixed Price Incentive will be made dependent on the amount of detail the specification/statement of work provides. Each Request for Proposal sent to the Contractor shall state the type of order deemed appropriate by the Government.

(b) The completion form describes the scope of work by stating a definite goal or target and specifying an end product. This form of contract normally requires the contractor to complete and deliver the specified end product (e.g. a final report of research accomplishing the goal or target) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without increase in fee, provided the Government increases the estimated cost.

(c) The term form describes the scope of work in general terms and obligates the contractor to devote a specified level of effort for a stated time period. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period and upon contractor certification that the level of effort specified in the order has been expended in performing the contract work.

(d) A firm fixed price order provides for a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the Order.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEM(S)	ALLOTTED TO COST	ALLOTTED TO FEE	ESTIMATED PERIOD OF PERFORMANCE
	$	$	

(To be provided at the task order level)

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

FUNDING PROFILE

It is estimated that these incremental funds will provide for [if LOE, enter the number of hours; if completion or supply enter items and quantities]. The following details funding to date:

Total Contract CPFF	Funds This Action	Previous Funding	Funds Available	Balance Unfunded

Information to be provided at the task order level

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract

shall be (to be completed for each order) total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that (to be identified at the task order level) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations, or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately (to be identified at the task order level) hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Task Order Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Task Order Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Task Order Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Task Order Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Task Order Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Task Order Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACTS

(a) Travel Costs (Including Foreign Travel)

(1) Air: The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available through advance purchase. Charges associated with itinerary changes and cancellations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

(2) Non-reimbursable Travel: The following travel shall not be reimbursed hereunder: travel performed for personal convenience or daily travel to and from work at the contractor's facility (i.e., designated work site).

(b) 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. Other training may be approved on a case-by-case basis by the Task Order Manager. Attendance at workshops or symposiums is considered training for purposes of this clause.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract. The contractor is expected to have the necessary facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or

reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources.

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE) (JAN 2006)

(a) "Invoice" as used in this clause includes contractor requests for interim payments using public vouchers (SF 1034) but does not include contractor requests for progress payments under fixed price incentive contracts.

(b) The Contractor shall submit invoices and any necessary supporting documentation, in an original and ___ copies, to the contract auditor at the following address:

_____

_____

_____

unless delivery orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order. In addition, an information copy shall be submitted to _____. Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

(c) Invoices requesting interim payments shall be submitted no more than once every two weeks, unless another time period is specified in the Payments clause of this contract. For indefinite delivery type contracts, interim payment invoices shall be submitted no more than once every two weeks for each delivery order. There shall be a lapse of no more than thirty (30) calendar days between performance and submission of an interim payment invoice.

(d) In addition to the information identified in the Prompt Payment clause herein, each invoice shall contain the following information, as applicable:

(1) Contract line item number (CLIN)
(2) Subline item number (SLIN)
(3) Accounting Classification Reference Number (ACRN)
(4) Payment terms
(5) Procuring activity
(6) Date supplies provided or services performed
(7) Costs incurred and allowable under the contract
(8) Vessel (e.g., ship, submarine or other craft) or system for which supply/service is provided

(e) A DD Form 250, "Material Inspection and Receiving Report",
_____ is required with each invoice submittal.
__x__ is required only with the final invoice.
_____ is not required.

(f) A Certificate of Performance
_____ shall be provided with each invoice submittal.
__x__ is not required.

(g) The Contractor's final invoice shall be identified as such, and shall list all other invoices (if any) previously tendered under this contract.

(h) Costs of performance shall be segregated, accumulated and invoiced to the appropriate ACRN categories to the extent possible. When such segregation of costs by ACRN is not possible for invoices submitted with CLINS/SLINS with more than one ACRN, an allocation ratio shall be established in the same ratio as the

obligations cited in the accounting data so that costs are allocated on a proportional basis.

(i) When a vendor invoice for a foreign currency is provided as supporting documentation, the Contractor shall identify the foreign currency and indicate on the vendor invoice the rate of exchange on the date of payment by the Contractor. The Contractor shall also attach a copy of the bank draft or other suitable documents showing the rate of exchange. The contractor shall provide an English translation if the vendor invoice is written in a foreign language.

(End of clause)

If the contractor has received approval from DCAA for direct submission of invoices, the following paragraph (b) will be used:

(b)(i) In accordance with DFARS 242.803(b)(i)(c), the cognizant Defense Contract Audit Agency (DCAA) auditor has authorized the contractor to submit interim invoices directly to paying offices. This authorization does not extend to the first and final invoices, which shall be submitted to the contract auditor at the following address:

TO BE IDENTIFIED AT CONTRACT AWARD

A copy of every invoice shall also be provided to the individual listed below, at the address shown (if completed by the Task Order Contracting Officer):

Task Order Manager
Contract Specialist

In addition, a copy of the final invoice shall be provided to the Administrative Contracting Officer (ACO).

(ii) Upon written notification to the contractor, DCAA may rescind its authorization for the contractor to submit interim invoices directly to the paying offices. Upon receipt of such written notice the contractor shall immediately begin to submit all invoices to the contract auditor at the above address.

(iii) Notwithstanding (i) and (ii), when delivery orders are applicable, invoices shall be segregated by individual order and submitted to the address(es) specified in the order.

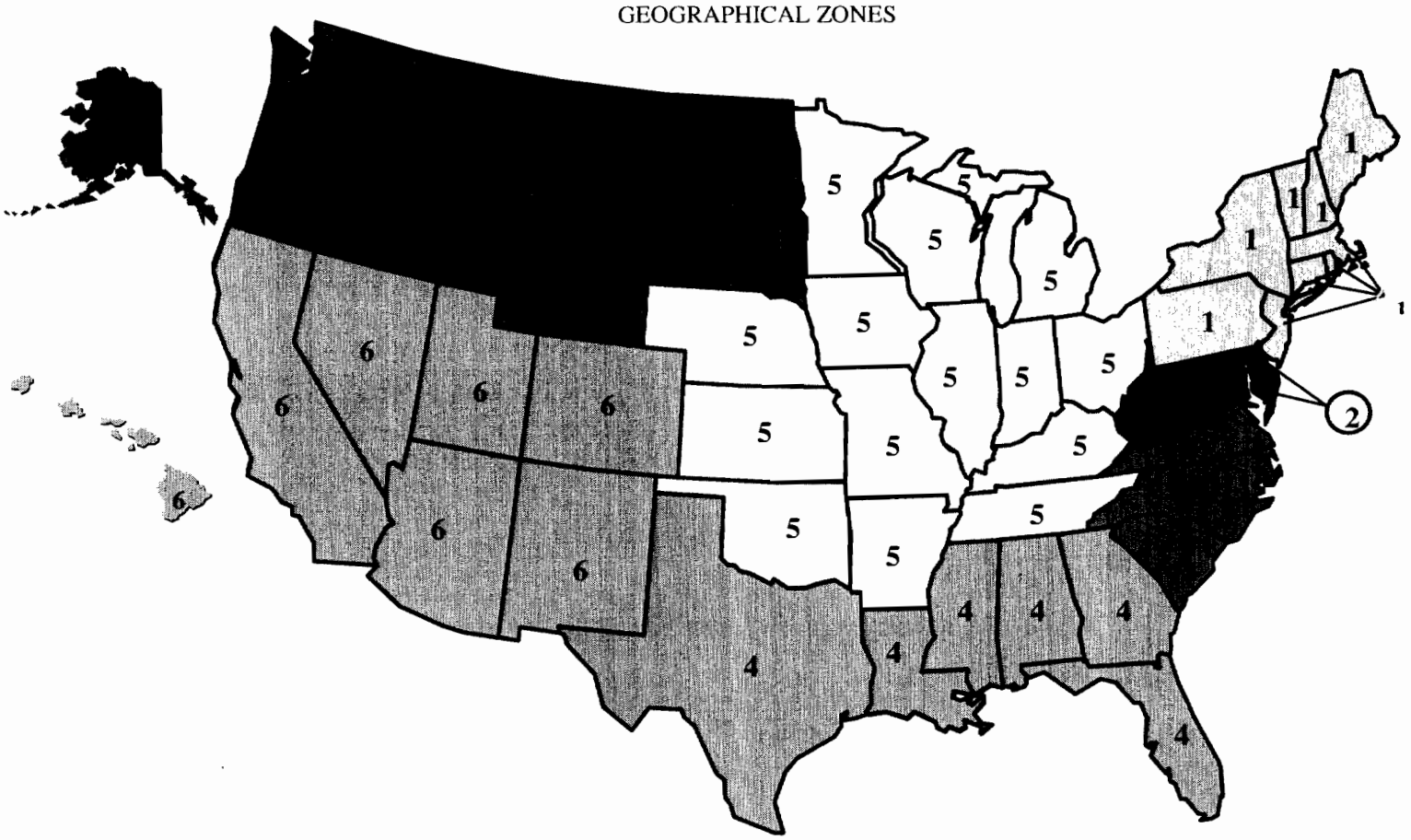
The applicable version of this clause will be invoked at the task order level.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 GEOGRAPHICAL ZONES

Offerors were requested to identify in Section B the geographical zone or zones for which they wish to be considered during the Task Order, Fair Consideration Process. After award of the multiple award contracts, task orders will be competed by the various ordering offices to meet project/program requirements. Each task will be competed in the applicable zone of performance. Offerors may only respond to solicitations for task orders in the Zones marked with an "X" in Section B. The following map identifies the seven zones Northeast, National Capital, Mid-Atlantic, Gulf Coast, Midwest, Southwest, and Northwest. For work performed outside the fifty states, the zone in which the ordering activity is located shall be used.

GEOGRAPHICAL ZONES



(1) Northeast Zone
(2) National Capital Zone
(3) Mid Atlantic Zone
(4) Gulf Coast Zone
(5) Midwest Zone
(6) Southwest Zone
(7) Northwest Zone

H.2 SEA 5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of orders under this contract, the Government property accountable under the Contract(s) listed in the task order. The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

H.3 5252.237-9500 ORDERING PROCEDURES FOR NAVY MARINE CORPS INTRANET (NMCI) SERVICES

(a) Orders issued under this Support Services contract may require the use of and/or access to Department of Navy (DoN) Information Technology (IT) Resources by contractor personnel for contract performance. Applicable DoN IT Resources for performance of this contract shall be procured from the NMCI Contractor Pursuant to the authority of NMCI Contract # N00024-00-D-6000 clause 5.2 "Ordering".

(b) The Support Services contractor shall obtain written authorization of the Task Order Contracting Officer executing this contract, prior to ordering directly from the NMCI Contractor. No NMCI Order may be placed without the prior written authorization of the Task Order Contracting Officer. Any NMCI Ordering exceeding the written authorization of the Task Order Contracting Officer shall be treated as an unallowable Cost pursuant to FAR Part 31.

H.4 POST AWARD CONFERENCE

The contractor agrees to attend post award conferences on task orders as required by the task order.

The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.

H.5 TASK ORDER PROCESS

A. General. One or more task orders (TOs) may be issued during the performance period of this contract. The Contractor agrees to accept and perform orders issued by the Task Order Contracting Officer within the scope of this agreement. It is understood and agreed that the Government has no obligation to issue any orders except the minimum order. In the event of any inconsistency between any TO and the contract, the contract shall control. In accordance with the Federal Acquisition Streamlining Act (FASA) and FAR 16.505(b), the Task Order Contracting Officer will give all awardees a "fair opportunity" to be considered for each order in excess of $3,000, unless one of the conditions in paragraph B below applies.

B. Exceptions to Fair Opportunity Consideration. Awardees will not be given a fair opportunity to be considered for requirements which are expected to exceed $3,000 when the Task Order Contracting Officer determines one of the following conditions apply:

(1) The agency need for such services is of such urgency that providing such opportunity would result in unacceptable delays;

(2) Only one such awardee is capable of providing such services required at the level of quality required because the services ordered are unique or highly specialized;

(3) The order should be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to a task order already issued under this contract, provided that all multi-awardees were given fair opportunity to be considered for the original order; or

(4) It is necessary to place an order to satisfy a minimum guarantee.

In accordance with FAR 16.5, when an exception to the fair opportunity to be considered exists, the task order will be processed as a sole source procurement, including a sole source justification, posting of the TO to the SeaPort Portal, a request to the sole source provider for a proposal, cost and pricing data where applicable, negotiation and award. Unaffected IDIQ holders will not be notified of the exception.

C. Competitive Ordering Process.

(1) Pre solicitation and solicitation. All IDIQ holders included in the zone where place of performance will occur will receive notification of the posting of each proposed TO at the time a proposed TO is posted to the SeaPort Portal. All proposed TOs will incorporate all terms of the IDIQ contract unless otherwise specified in the proposed TO. In addition, the proposed TO will include:

i. All known information including Sections B through H of the task order (Line Items, statement of work or objectives, packaging and marking information, data rights, inspection and acceptance of the services, period of performance, security, government property/information to be provided and other relevant information.
ii. The means and time for the IDIQ holders to respond expressing interest and providing appropriate information.
iii. Specific instructions for the means of responding to the TO request, including but not limited to, oral interviews, reverse auctions, written responses summarizing technical and price approaches, submission of proposals, the selection criteria factors, the factors' order of importance and other information deemed appropriate.

During the Fair Opportunity Process the Government may: conduct unrestricted competition; elect to set aside Task Orders totally for Small Businesses, Service Disabled Veteran Owned Small Businesses (SDVOSB), 8(a) Businesses, or HubZone Businesses. The Task Order solicitation will notify offerors of the set aside decision.

To be eligible as a Small Business, Service Disabled Veteran Owned Small Business (SDVOSB), 8(a) Business, or HubZone Business during the competitive ordering process, the Offeror must have had that status at the time of proposal submission that resulted in the award of the SeaPort Enhanced IDIQ contract award, or for orders solicited under this contract after the close of the base period must properly hold that status at the beginning of each award term period. For Task Order solicitations set-aside for Small Business or 8(a) Businesses, the Prime Contractor must perform at least 50% of the Work (See FAR 52.219-14). For HubZone set-asides, at least 50% of the work will be performed by the Prime Contractor or other HubZone Small Business concerns (See FAR 52.219.3). If a Task Order Solicitation is set-aside for Service Disabled Veterans Owned Small Business, at least 50% of the effort will be performed by the Prime Contractor or other Service Disabled Veteran Owned Small Business concerns (See FAR 52.219-27). In accordance with FAR 16.505(a)(8), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this

contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

(2) Responses Awardees will be provided an adequate time to prepare and submit responses based on the estimated dollar value and complexity of the proposed TO. The due date shall be set forth in each proposed TO. Responses will be streamlined and succinct to the extent practical based on the dollar value and complexity of the work. All proposals, including those offered by the Prime contractor and their subcontracts, shall be submitted exclusively through the SeaPort Portal. Responses will not be a proposal as defined in FAR 15, but only sufficient information to be considered in accordance with FAR 16.

At a minimum the responses will include:

i. Price/Cost For Item 1000, Award Term Option Item 4000 and Award Term Option Item 7000 orders, the proposal may include a detailed cost per hour and the applicable fixed fee per hour of all resources required to accomplish the task as set forth in the TO. For Item 2000, Award Term Option Item 5000 and Award Term Option Item 8000 orders, only the firm fixed price and positive and negative incentives need to be submitted, unless otherwise specified in the TO.
ii. Conflict of interest information if applicable

However, the responses may also include the following information

a. Technical information e.g., technical approach, including team partners and experience as required by the TO,
b. Technical data, computer software, computer software documentation and background invention restriction information, if applicable, as required in Section C of the contract.
c. Past Performance information
d. Proposed Key Personnel
e. Proposed Performance Based Statement of Work
f. Proposed Savings
g. Proposed Incentives and Disincentives

(3) Evaluation. The Government will evaluate responses against selection criteria contained in the proposed TO. The Government's award decision will be based upon, as a minimum, price/cost and past performance. Evaluation of past performance will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government. As work proceeds under this contract, it is probable that current past performance information on recent task orders will be more important in evaluation of future task orders. In addition, individual task order selection criteria may include other factor(s) relevant to the particular task order. The weight of factors will be identified in a task order. If necessary, during the evaluation of proposals the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16. Upon completion of evaluations, the PCO will issue a TO to the awardee whose proposal is most advantageous to the Government under the selection criteria set forth in the TO. The Task Order Contracting Officer will notify the IDIQ holders of the selection decision.

D. Task Orders. Each individual TO may be cost reimbursable, fixed price (FP), or any combination of the two. For example, a TO may request a CPFF proposal for the first year of the TO, with any subsequent years to be offered as FP. TOs, or parts of TOs, may include positive and negative financial incentives, award term provisions, or any other legal incentive the IDIQ holder proposes. The FP TOs shall include specific metrics, quality assurance plans and incentives. IDIQ holders must review each TO upon issuance to prepare its response to reflect any appropriate incentive provisions. Orders and revisions thereto shall be made in writing and be signed by the Task Order Contracting Officer. Each order shall, as appropriate:

a. Refer to the appropriate line item or line items under Section B of the IDIQ contract,
b. Set forth the specific level of effort and/or performance outcomes desired to be fulfilled under the task order,
c. Set forth delivery or performance dates,
d. Designate the task monitor who will perform inspection and acceptance and past performance evaluation,
e. Set forth the credit card number or long line of accounting with ACRNs,
f. Set forth any payment options such as progress or performance-based payments,
g. Be dated,
h. Be identified by number in accordance with DFARS 204.7004,
i. Set forth the property, if any, to be furnished by the Government and the date(s) such property is to be delivered to the Contractor,
j. Set forth the disbursing office where payment is to be made,
k. Set forth administration data,
l. Include a DD Form 1449 of DD Form 1155,
m. Include a DD Form 254 and specify security requirements, if applicable,
n. Set forth the contractor's and Government's respective technical data rights citing the applicable DFAR clauses, and
o. Set forth any other pertinent information.

E. Task Order Issuance. TOs will be issued electronically via the SeaPort Portal.

F. Unauthorized Work. The Contractor is not authorized to commence task performance prior to issuance of a signed TO that has been funded.

G. Task Funding Restrictions. TOs shall either be funded at the time of award or awarded under the authority provided within Section I Clause 52.232-18, entitled, "Availability of Funds".

H. Ordering Period. Orders for services specified in Section B of the Schedule may be issued by any Contracting Officer from Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps from contract award through the end of the contract period of performance.

I. Electronic Processes:

1. Generally: The SeaPort Portal is accessible through the NAVSEA professional support services web site (www.seaport.navy.mil). SeaPort establishes a system in which electronic signatures, transactions, contracts, and records have the same legal effect as their paper-based counterparts, in accordance with the "Electronic Signatures in Global and National Commerce Act" (ESIGN) (Pub.L. 106-229; codified at 15 USC 7001-7006) and the "Government Paperwork Elimination Act" (GPEA) (Pub.L. 105-277; codified at 44 USC 3504 Note):

a. Only authorized persons are permitted to engage in legally binding electronic activities, such as signing/submitting a proposal, and signing/awarding the Task Order. The SeaPort system requires user accounts having predetermined authority requirements (i.e., authority to legally bind the user's organization), and having username and password controls. The Contractor shall identify at least one employee, and alternate employees, having the authority to sign legally binding documents, including proposals, on behalf of the Contractor. Task Order Contracting Officers authorized to sign and award legally binding TO shall be identified.

b. The authorized user is required to confirm the intention to engage in any legally binding electronic action. The SeaPort Portal will display a notice that the user has requested a legally binding activity and shall require an affirmative/confirming response before the system will permit the requested action. The affirmative/confirming response serves as the electronic signature event.

c. When an authorized user requests and confirms a binding action, the system automatically and securely records that event and stores the legally binding content related to that action, including (i) the authorized user (account) that requested/confirmed the binding action; (ii) the date and time the binding event occurred; and (iii) a final or "locked down" copy of the information, documents, or other materials associated with the binding event (e.g., a copy of the proposal or task order).

d. Once the information related to a legally binding event is stored by the system, that information (i) can not be altered or modified in any way by any user--including the authorized user who initiated and confirmed the action; and (ii) remains accessible and retrievable by the parties throughout the records retention period required by law.

2. Task Order (TO) Solicitations: The PCO for the TO logs in to the SeaPort Portal and electronically generates and releases the TO Solicitation. The binding version of the TO Solicitation is posted to the SeaPort Portal in Portable Document Format (PDF)

3. Electronic Offers/Proposals:

a. For each Task Order (TO) Solicitation that the Contractor chooses to submit a proposal, before the closing date and time specified in the TO Solicitation, an authorized, Contractor-designated, officer or employee with authority to bind the company logs on to the SeaPort system and generates/uploads the proposal materials.

b. When the authorized user indicates that the proposal is ready for submission, the system prompts the user to confirm the intent to electronically sign and submit the proposal materials. Entering an affirmative/confirmatory response to this prompt is an electronic signature on the proposal materials, and constitutes the electronic submission of a legally binding offer by the Contractor.

c. Once electronically signed/submitted, the proposal materials can not be modified except by submitting a new, amended proposal using the same signing/submission process (prior to the closing date/time).

d. In the event the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the Task Order Contracting Officer. The Task Order Contracting Officer shall allow manual submission of written proposals in these circumstances. Absent technical difficulties, all proposals shall be submitted electronically in accordance with the procedures set forth in this clause.

4. Task Order Execution/Award:

a. Upon receipt of the offers, proposals will be evaluated in accordance with the evaluation criteria set forth in the TO solicitation. When the evaluation has been completed and a contractor has been selected for award of the TO, the Task Order Contracting Officer logs on to the SeaPort Portal and generates/uploads the TO materials, including information provided by the successful offeror (e.g., price/cost information) as well as all other terms and conditions of the binding TO.

b. When the PCO indicates the TO is ready for award, the system issues the prompt to confirm the intent to electronically sign and award the TO. Entering an affirmative/confirmatory response to this prompt is the Task Order Contracting Officer's electronic signature on the TO; constitutes the electronic award of the TO; and generates a final PDF version of the TO. This PDF version is treated as the legally binding, bilaterally executed, version of the TO, and a copy of the awarded TO will be forwarded electronically to the successful contractor.

c. Once awarded, the TO can not be modified except by electronically signing/awarding a TO modification using these processes.

5. Subcontracting Reporting – All Subcontract Performance Reporting will take place in the SeaPort Portal. Every six months the contractor will be provided a link, by which to gain entry to the Portal to provide actual small business subcontract performance information. All reporting will take place on the Task Order level. This reporting shall take the place of all requirements for a SF 294.

6. Consent to access. The administration of this contract will entail the use of the web-based portal described in paragraph I.1. The contractor agrees that use of the portal is to be considered authorization to allow the contractor retained for the purpose of operating and maintaining the portal access to any data submitted (including cost and pricing data, data the contractor might otherwise consider proprietary and data that meets the definition of "trade secret" as used in the context of 18 USC 1905). The consent to access that is to be inferred for the use of the portal shall also be granted by any subcontractor or team member who makes a direct submission of information to the Government. The Government shall consider submission of data via the portal to be consent to access only by the portal administrative contractor. At present that contractor is Aquilent.

J. Ombudsman Description. In accordance with FAR 16.505(a)(9), no protest under FAR Subpart 33.1 is authorized in connection with Task Order Contracting Officer decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the contract.

A List of current Ombudsmen will be maintained on the Vendor Port to authorized users. The Government reserves the unilateral right to change Ombudsmen at anytime.

The NAVSEA SeaPort Ombudsman will serve as the overarching SeaPort Enhanced Ombudsman. Companies should contact the SeaPort Ombudsman, listed below, for issues when more than one ordering activity is involved.

Andrew Morgan
202-781-2910
Andrew.S.Morgan@navy.mil

K. Ordering Authority and Tracking. All warranted Contracting Officers from the Naval Sea Systems Command, Naval Air Systems Command, Space and Naval Warfare Command, Naval Supply Systems Command, Military Sealift Command, Strategic Systems Programs, Naval Facilities Engineering Command, Office of Naval Research, and the United States Marine Corps are authorized to place orders under this IDIQ contract.

H.6 PAST PERFORMANCE EVALUATION

Past performance information is an indicator of an offeror's ability to perform successfully.

Under this contract, performance will be evaluated on each task order annually by the TOM, utilizing CPARS.

Evaluation of past performance for the purpose of evaluating potential award term exercise, will be based on each IDIQ holder's past performance data on work performed under this IDIQ contract, as well as other information available to the Government.

For both evaluations (TO level and basic contract level), the following items will be measured: technical accuracy of the deliverables, general quality of supplies and services delivered, timeliness, cost control (for CPFF line item), achievement of small business subcontracting requirements, contractor's responsiveness to customers, team stability and cooperation with other IDIQ holder teams.

The Contractor will be provided with a copy of the Task Order past performance evaluation for each task order and an opportunity to respond to disputed items.

H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL

1. The Contractor agrees that a partial basis for award of this IDIQ contract is the list of team members (companies) proposed. The list is included at the SeaPort-e Contractor Information Registration site. The Contractor may not add or delete any team member from the team without approval by the SeaPort Contracting Officer. The offeror must meet or exceed the proposed small business Subcontracting requirements regardless of team changes.
2. In addition, for Orders under Item 1000 or Award Term Option Items 4000 or 7000, the Contractor agrees to assign to the Task Order those key persons identified with the Task Order response necessary to fulfill the requirements of the Task Order. No substitution shall be made without prior notification to and concurrence of the Task Order Contracting Officer in accordance with this requirement.
3. All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The cognizant Task Order Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

   - an explanation of the circumstances necessitating the substitution;
   - a complete resume of the proposed substitute; and
   - any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

H. 8 ROLLING ADMISSION

The Government reserves the right to determine whether it would be appropriate to announce a new competition for the purpose of adding additional IDIQ holders. Periodically, the government will assess the quality of performance by each IDIQ holder, the number, value and complexity of work assigned to each holder and amount of competition achieved. In addition, the government will assess the internal transaction cost for issuing each task order, the amount of small business participation, whether revisions are needed to the scope of the Statement of Work, if additional ordering offices need to be established, and if the ceiling amount of the contract needs to be revised. Based on these criteria, if it is in the best interest of the Government, the SeaPort Contracting Officer may

announce a new competition to add additional IDIQ holders. The Government reserves the right to limit rolling admissions to only small business concerns and/or particular zones. Additionally, the Government reserves the right to announce a new competition for Contractors, who currently have SeaPort-e contracts, to expand into additional zones.

H.9 CONTRACT AWARD TERM PROVISIONS

The contract ordering period is for two years. In addition to the terms set forth elsewhere in the contract, and in accordance with the Award Term Plan, the contractor may earn an extension to the contract period for up to eight years on the basis of performance during the evaluation periods. The contractor will be evaluated after the first full year of performance for CLIN 1000 and 4000 to determine if the Award Term criterion has been met.

(a) Award Term – The award term concept is an incentive that permits extension of the contract period beyond the initial ordering period for superior performance.

(b) Term Extensions – Term extensions can be awarded, in accordance with the Award Term Plan, during each evaluation period on the basis of contractor's performance. Exercise of Award Term Options will be a unilateral right of the government and is not a contractor entitlement.

(c) Monitoring of Performance – The contractor's performance will be continually monitored by the performance monitors whose findings are reported to the Award Term Board(ATRB). The ATRB recommends an award term to the Term Determining Official (TDO), who makes the final decision on the exercise of the award term options on the basis of the contractor's performance during the award-term evaluation period. The SeaPort Contracting Officer shall serve as the TDO.

(d) Award Term Plan – The evaluation criteria and the associated award term extensions are specified in the award term plan.

(e) Modification of the Award Term Plan – The TDO may unilaterally change this plan prior to the beginning of an evaluation period. In addition, the contractor may recommend changes to the plan no later than 60 days prior to the beginning of the new evaluation period. The contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

(f) Self-Assessment – Upon request by the TDO, the Contractor will submit a written self-assessment of its performance for that period. This self-assessment shall be used in the ATRB's evaluation of the contractor's performance during this period.

(g) Award-Term Extension – The contract period may be modified to reflect the TDO decision. The total contract ordering period, including extensions under this clause, is currently limited by statute to ten years. A waiver to this limitation is being pursued, and if obtained, the maximum period of performance under this contract will be 12 years (2 year base period and two 5 year award term periods).

(h) Necessary Condition Precedent:

(1) Continued Requirement a Necessary Condition – The SeaPort Contracting Officer must determine that a continued need for the same goods and services covered by this contract exists for a given award term period. Such a decision is at the sole discretion of the SeaPort Contracting Officer. A decision that the requirement has changed or that a requirement for the same goods or services no longer exists will result in the Government voiding any award terms

earned. A determination regarding whether there is a continued need for the same goods and services may be made at any time.

(2) For Items 7000-7999, 8000-8999, and 9000-9999 (Award Term 2), if the SeaPort Contracting Officer makes a positive determination, at any time between contract award and the exercise of this award term period, that the then current state of law or regulation provides for a contract to exceed a period of ten years in length, the Contracting Officer may unilaterally add up to an additional two years to the period of performance of the contract.

(I) Failure of Earned Award Terms is not a Termination as defined in FAR Part 49 – If at any time the Government does not authorize performance of a previously awarded term, the subsequent terms shall be considered void. The contractor shall not be entitled to any costs arising out of or related to those award terms that are made void by virtue of the operation of this clause. An award term decision that an already earned award term has not been retained is not a termination for convenience. A decision by the SeaPort Contracting Officer that any of the necessary award term conditions have not been satisfied is not a termination for convenience. If this contract is terminated in accordance with the termination terms and conditions of this contract, the award term features of this contract shall no longer apply, and the performance period of this contract shall be as identified on the termination modification.

(j) Incentive Criteria to be used in the evaluation for exercise of Award Term Options:

- Performance on Completed Task Orders
- Achievement of Subcontracting Goals (Large Businesses Only)
- Savings Accomplishment

(k) Task Orders are extendable past the initial base period or award term period either by option or task-order specific award terms only if the underlying contract is extended with award terms.

H.10 SAVINGS CLAUSE

A. Cost Reductions for Repetitive High-dollar Value Requirements

For high-dollar value task requirements involving repetitive tasks, (when identified in a task order solicitation) the Government is seeking contractors to identify business improvement processes, innovations and cost savings initiatives to provide high quality services while achieving a reduction in the cost to the Government. For task orders for repetitive high-dollar value requirements with a base period of one year under Items 1000 and 3000 and/or all Award Term Option Items, the contractor agrees to the maximum extent practicable to reduce the price for services performed under each subsequent year by at least:

% Reductions from base period or price from previous year:

Year 2	*%
Year 3	*%
Year 4	*%
Year 5	*%
Year 6	*%
Year 7	*%
Year 8	*%
Year 9	*%
Year 10	*%
Year 11	*%
Year 12	*%

B. Volume Discount – Applicable to All Task Orders
The Contractor agrees to provide the Government with a volume discount. If the total value of all Task Orders funded within a calendar year exceeds $*, the Contractor will reduce the amount bid for all Task Orders issued in the next calendar year by *% from the price the Contractor would otherwise have bid for the work.

C. Maximum Pass Through Rates – Applicable to all Task Orders
The Contractor agrees that the maximum pass-through rate that shall be charged against any non-ODC CLIN where labor is proposed under this contract shall not exceed _%. For purpose of this clause, the pass through rate is defined as the cumulative amount of the two elements listed below divided by the price paid to the subcontractor or the vendor:

- 1) any and all indirect costs including, but not limited to, program management, subcontract management, invoice processing, Quality Assurance, overhead, material handling charges, G&A, burdens and mark-ups; and
- 2) any and all prime contractor profit or fee

The Prime Contractor may not apply any additional fees or burdens on the elements of pass through.

Other than the elements of pass-through, no additional costs, charges, indirect rates (such as overhead or G&A) or fees maybe proposed or applied to subcontract costs.

For purposes of the maximum pass-through, any effort provided by a division, subsidiary or any other entity of the prime contractor shall not be considered subcontracted effort and all fee/profit must be provided at the prime level subject to the limitations specified in this contract.

H.11 CONTRACTOR WEBPAGE

It is a material contract requirement that each IDIQ holder maintain a publicly available webpage throughout the period of performance of the contract. The purpose of the webpage is for the Contractor to communicate with potential customers regarding the Contractor's ability to provide world-class professional support services for all NAVSEA Program Executive Offices, Directorates, and field activities. The webpage should demonstrate the functional capability associated with different products or business areas. The webpage should be easily accessible from the Contractor's front page and intuitive for novice computer users. This webpage at minimum must include the following items:

- A copy all task orders received under this contract;
- A copy of all technical instructions issued against any task order;
- A list of all team members proposed and their capability/area of expertise;
- A list of the last 3 years services experience, for all team members listed at the SeaPort-e Contractor Information Registration site, listed by functional area and specific Program, as appropriate. The Contractor may also include a description of the products (deliverables) provided.
- Point(s) of Contact to provide information on customer satisfaction with the services performed;
- A description of the Contractor's quality assurance program;
- Points of contact for information related to the SeaPort program

The contractor shall provide the SeaPort Contracting Officer with the web address within 10 government working days of receipt of the contract. Failure to maintain the website may adversely impact the IDIQ holder's ability to win task orders as the information provided on the website may be used as part of the fair opportunity to be considered for certain task orders.

H.12 CONVERSION TO A PERFORMANCE BASED SERVICE CONTRACT (applicable at Task Order level)

If both the Government and the contractor agree, a task order can be converted to a performance-based order after the initial period of performance. The conversion is accomplished as follows:

1. Within ninety calendar days prior to the end of the task order's initial period of performance, the contractor shall prepare and submit for Government review, comment, and concurrence:

   - A performance work statement (PWS) that captures all of the types of effort performed during the base year of performance, and
   - A quality assurance plan (QAP). The QAP will address performance standards which relate to the performance requirements; how the contractor's performance will be measured against the performance standards, and surveillance schedules and methods. The QAP may either be included as part of the PWS or as a separate document.

2. Within sixty calendar days prior to the end of the task order's initial period of performance, the government and the contractor will resolve to their mutual satisfaction any comments or concerns on the PWS and/or QAP. Upon exercise of the option for the first follow-on period of performance, the Government has the unilateral right to modify the task order to incorporate the agreed to documents to accomplish the conversion to a performance based contract.

H.13 SECURITY REQUIREMENTS

(a) All classified task orders will require a facility security clearance issued by the Defense Security Service (DSS).

(b) Contractor personnel shall be required to have a security clearance at the level required for each specific task order.

(c) The security classification and guidance of classified task orders will be specified in the Contract Security Classification Specification DD Form 254, to be provided when required at task order level.

(d) Unclassified task orders do not require a facility clearance issued by DSS, nor a DD Form 254.

(e) The planned utilization of non-U.S. Citizens in task order performance must be identified by name and country of citizenship in the task order proposal. Foreign Nationals shall not be allowed access to Classified or Critical Program Information unless approved on a case by case basis by DSS.

H.14 EMPLOYMENT OF US GOVERNMENT PERSONNEL RESTRICTED

In performing this contract, the Contractor shall not use as a consultant or employ (on either a full or part time basis) any active duty U.S. Government personnel (civilian or military) without the prior written approval of the Contracting Officer. Such approval may be given only in circumstances where it is clear that no laws and no DoD or U.S. Government instructions, regulations, or policies might possibly be contravened and no appearance of a conflict of interest will result.

H.15 REQUIRED INSURANCE

(a) The following types of insurance are required in accordance with the clause entitled "INSURANCE - LIABILITY TO THIRD PERSONS" and shall be maintained in the minimum amounts shown:

(1) Comprehensive General Liability: $100,000 per person and $500,000 per accident for bodily injury. No property damage general liability insurance is required.

(2) Automobile Insurance: $200,000 per person and $500,000 per accident for bodily injury and $20,000 per accident for property damage. Comprehensive form of policy is required.

(3) Standard Workmen's Compensation and Employer's Liability Insurance (or, where maritime employment is involved, Longshoremen's and Harbor Worker's Compensation Insurance) in the minimum amount of $100,000.

(b) The policies for such insurance shall contain an endorsement that cancellation or material change in the policies, adversely affecting the interest of the Government in such insurance, shall not be effective unless the Task Order Contracting Officer approves such cancellation or change. When the coverage is provided by self-insurance, prior approval of the Administrative Contracting Officer is required for any change or decrease in coverage.

H.16 NOTICE OF INCORPORATION OF SECTION K

Section K of the solicitation (Representation, Certifications and Other Statements of Offerors) will not be distributed with the contract; however, it is incorporated in and forms a part of the resultant contract as though furnished in full text therewith.

H.17 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

The clause entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF FUNDS" (FAR 52.232-22), as appropriate, shall apply separately and independently to each separately identified estimated cost.

H.18 SEAPORT PORTAL REQUIREMENTS

In order to access the SeaPort Portal, the following requirements must be met:
Operating System: Windows variants (95/98/NT/2000/XP)
Browser type:
128-bit encryption, https-capable
IE 5.0,5.5,6.0 (recommended)
Netscape 4.7x (works, visual display/format less ideal)
Browser/network settings must allow download and run signed java applets.

H.19 SMALL BUSINESS SIZE STATUS

Small Business size status will be re-evaluated at the conclusion of the Basic Ordering period and Award Term periods. This review will take place prior to exercising award term options. Small Businesses will be required to re-certify their size status when purchased or merged with another Business. When a previously categorized Small Business has changed its size status through purchase or affiliation with another business, Small Business preferences will no longer be available to that firm.

In conjunction with Rolling Admission opportunities addressed in H.8, SeaPort-e prime contractors will have the opportunity to voluntarily re-submit representations and certifications with regard to business size and status to reflect changes that have occurred since their last submission. Examples of circumstances where this might occur include, but are not limited to, a Small Disadvantaged Business receiving 8(a) Program certification; a Small Business receiving HUBZone Certification; a Veteran-owned small business becoming a Service-Disabled Veteran-Owned Small Business; or, a business previously represented as large now meeting the revenue size standard for NAICS 541330.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the Contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Task Order Contracting Officer. The Government may unilaterally modify the contract to list those third parties with which the Contractor has agreement(s).

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Task Order Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the Government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The Contractor agrees that it will promptly notify the Task Order Contracting Officer of any attempt by an individual, company, or Government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or Government representative seeking access to such information.

(e) The Contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

H.20 DATA RIGHTS

A. Task Order Intellectual Property Deliverable Restrictions. For each task order to be issued under the contract, the Contractor shall identify, prior to award of the affected task order(s) to the best of its ability, noncommercial and commercial technical data and computer software that it intends to deliver with restrictions on the Government's right to use, release or disclose such identified technical data and/or computer software (see DFARS 252.227-7017). The Government further requires that the Contractor identify, prior to award of affected task order(s), background inventions that will be embodied in items, components, processes, technical data, computer software or computer software documentation developed or delivered under the task order. To identify such technical data, computer software and background inventions, the Contractor shall submit the following three lists:

1. Noncommercial Computer Software and Technical Data. The Government desires appropriate rights in all noncommercial technical data and noncommercial computer software developed or delivered under each task order. The Contractor shall identify all asserted restrictions on the Government's license rights in such data and software, pursuant to paragraph (e) of the clauses at DFARS 252.227-7013 ('7013) and DFARS 252.227-7014 ('7014). The '7013 and the '7014 clauses shall govern the format and content of the Contractor's assertions of software and data restrictions for each task order. The Contractor may combine the '7013(e) and the '7014(e) post-award lists into a single list, as long as the technical data items can be clearly distinguished from the computer software items. The Contractor shall submit the post-award assertions to the Task Order Contracting Officer as soon as practicable before the scheduled delivery of the relevant data and/or software. The Contract shall update the post-award assertions as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

2. Commercial Computer Software and Technical Data. For each task order, the Contractor shall identify all asserted restrictions on the Government's license rights in commercial computer software and commercial technical data. To identify such restrictions, the Contractor shall submit a Commercial Restrictions List, dated and signed by an official contractually authorized to obligate the Contractor, as an attachment to the affected task order. The format of the Commercial Restrictions List shall be substantially same as the format set forth in DFARS 252.227-7017(d). The Commercial Restrictions List shall include the assertions of the Contractor's subcontractors or suppliers or potential subcontractors or suppliers. For each entry in the Commercial Restrictions List which indicates that the asserted rights category is a special license or the license customarily provided to the public, the Contractor shall attach to the Commercial Restrictions List a copy of such license, except that if any particular license is identified as applying to more than one such entry, only one copy of that license need be provided. The Contractor shall update the Commercial Restrictions List as necessary during performance of the task order to ensure that the list is accurate before making final delivery of data or software under the task order.

3. Background Inventions. For each task order, the Contractor shall provide an identification and licensing list to the Government, that identifies all inventions (background inventions), other than subject inventions, disclosed in any patents or pending patent applications in which the Contractor has:

(a) any title, right or interest; and

(b) intends to include in any Items, Components or Processes developed or delivered under the affected task order, or that are described or disclosed in any Technical Data, Computer Software or Computer Software Documentation developed or delivered under the affected task order.

For each background invention, the list shall identify:

(a) patent or pending patent application number;
(b) title of the patent or pending patent application;
(c) issue date of the patent, or filing date of the pending patent application;
(d) the Item, Component, Process, Technical Data, Computer Software or Computer Software Documentation that will include or disclose the background invention;
(e) the nature of the Contractor's right, title or interest in the background invention;
(f) if the Government or any third part has any right, title or interest in the background invention; and
(g) if the Contractor is willing to sell the Government a license to practice the background invention.

The list shall be an attachment to the affected task order, and the Contractor shall update the list, as necessary, during performance of the task order to promptly identify all background inventions.

B. Delivery of Noncommercial Computer Software and Technical Data. Unless expressly otherwise stated in the task order, the Contractor's deliveries of noncommercial technical data shall include physical delivery of the digital version of that technical data. The Contractor's deliveries of noncommercial computer software shall include physical delivery of a digital version of both the executable code and the annotated source code. This includes noncommercial data/software that was developed exclusively at private expense. As used in this paragraph, "physical delivery" means submission to the Government of the data/software in a predetermined format on appropriate digital storage media (e.g., CD-ROM), and, if specified in the delivery requirement, may also include submission of paper copies of that data/software. However, due to the variety and number of task orders contemplated under this contract, it may be mutually beneficial to modify the physical delivery requirement. Accordingly, the Contractor may, before delivery of the affected computer software or technical data, notify the Task Order Contracting Officer in writing that it intends to modify the physical delivery requirement. If the Task Order Contracting Officer accepts the modified physical delivery, the modified physical delivery shall be incorporated into the affected task order by modification.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (NOV 1996)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer data base does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certain shall not be less than 25 years after the delivery date of the computer software or computer database.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(f) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

NOTE: THIS CLAUSE WILL BE INVOKED IN DIFFERENT VARIATIONS AT THE TASK ORDER LEVEL, notwithstanding other language in this contract that gives this contract precedence when it conflicts with task orders, the task order version of organizational conflict of interest clause, if any, shall take precedence.

(a) (1) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(2) "Contractor" as used in this clause includes any affiliate, subcontractor, consultant or employee of the Contractor, as well as any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor. All references to the "Contractor" as contained in this clause shall apply with equal force to all of these included.

(3) "Contract" and "task order" shall be used as applicable to the level at which this clause is being invoked.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the contract, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this task order may create a potential organizational conflict of interest on the instant contract or on a present or future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this contract shall be limited as described below and in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order. This prohibition shall not expire after a given period of time.

(e) (1) The Contractor further agrees that, during the performance of this task order and for a period of three years after completion of performance of this task order, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assign of the Contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any equipment or services that is the subject of the work to be performed under this task order.

(2) This exclusion does not apply to any recompetition for equipment or services furnished pursuant to this task order.

(3) As provided in FAR 9.505-2, notwithstanding the three-year bar set provided for in paragraph (e)(1), if the Government uses, as a basis for the procurement of any equipment or services work statements or other acquisition related documents growing out of the effort performed under this task order from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the three- year period following completion of this task order has lapsed, the Contractor may, with the authorization of the Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for equipment or services subsequent to an intervening procurement.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action that the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the SeaPort/Task Order Contracting Officer in making a determination on this matter. This notification requirement shall also apply to any release of information in contravention of paragraph (d). Notwithstanding this notification, the Government may terminate the contract/Task Orders for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this contract or becomes, or should become, aware of an

organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the SeaPort/Task Order Contracting Officer, the Government may terminate this contract/task orders for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this contract for default.

(i) The SeaPort/Task Order's Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to other program offices, PEO's or Government agencies its equipment or services if the requirement of the other program office, PEO or agency for the equipment or services is unrelated to any work performed under this contract/task order. Additionally, this requirement shall not preclude a Contractor involved in preparing a statement of work pursuant to its development and design work on a piece of equipment from participating in a procurement for that equipment.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law, including those set forth at FAR Part 9.5, or elsewhere included in this contract.

(n) Compliance with this requirement is a material requirement of this contract.

SECTION I – CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	JUL2004
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52-203-10	Price or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-11	Certification And Disclosure Regarding Payments To Influence Certain Federal Transactions	SEP 2005
52.203-12	Limitation on Payments To Influence Certain Federal Transactions	SEP 2005
52.204-2	Security Requirements	AUG 1996
52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
52.204-7	Central Contractor Registration	JUL 2006
52.209-5	Certification Regarding Debarment, Suspension, Proposed Debarment, And Other Responsibility Matters	DEC 2001
52.209-6	Protecting the Government's Interest When subcontracting With Contractors, Debarred, Suspended, or Proposed for Debarment	SEP 2006
52.211-15	Defense Priority And Allocation Requirements	SEP 1990
52.215-2	Audit and Records—Negotiation	JUN 1999
52.215-8	Order of Precedence—Uniform Contract Format	OCT 1997
52.215-14	Integrity of Unit Prices	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
52.215-16	Facilities Capital Cost of Money	JUN 2003
52.215-17	Waiver of Facilities Capital Cost of Money	OCT 1997
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
52.216-7	Allowable Cost And Payment	DEC 2002
52.216-8	Fixed Fee	MAR 1997
52.216-10	Incentive Fee	MAR 1997
52.216-16	Incentive Price Revision—Firm Target	OCT 1997
52.216-17	Incentive Price Revision—Successive Targets	OCT 1997
52.217-8	Option To Extend Services	NOV 1999
52.219-3	Notice of Total HUBZone Set-Aside	JAN 1999
52.219-4	Notice of Price Evaluation Preference for HUBZone small Business Concerns	JUL2005
52.219-8	Utilization of Small Business Concerns	MAY 2004
52.219-9 Alt II	Small Business Subcontracting Plan (Jan 2002) Alternate II	OCT 2001
52.219-14	Limitations on Subcontracting	DEC 1996
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-27	Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside	MAY 2004
52.222-1	Notice To The Government Of Labor Disputes	FEB 1997
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-22	Previous Contracts And Compliance Reports	FEB 1999

52.222-25	Affirmative Action Compliance	APR 1984
52.222-26	Equal Opportunity	APR 2003
52.222-35	Equal Opportunity For Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222.36	Affirmative Action For Workers With Disablities	JUN 1998
52.222-37	Employment Reports On Special Disabled Veterans, Veterans Of The Vietnam Era, and Other Eligible Veterans	SEP 2006
52.222-38	Compliance With Veteran Employment Reporting Requirements	DEC 2001
52.222-41	Service Contract Act Of 1965, As Amended	JUL 2005
52.222-43	Fair Labor Standards Act And Service Contract Act – Price Adjustment (Multiple Year And Options)	MAY 1989
52.223-6	Drug-Free Workplace	MAY 2001
52.223-13	Certification of Toxic Chemical Release Reporting	AUG 2003
52.223-14	Toxic Chemical Release Reporting	AUG 2003
52.225-8	Duty-Free Entry	FEB 2000
52.225-13	Restriction on Certain Foreign Purchase	FEB 2006
52.226-1	Utilization of Indian Organizations And Indian-Owned Economic Enterprises	JUN 2000
52.227-1	Authorization and Consent	JUL 1995
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	AUG 1996
52.227-3	Patent Indemnity	APR 1984
52.227-10	Filing of Patent Applications—Classified Subject Matter	APR 1984
52.227-11	Patent Rights--Retention By The Contractor (Short Form)	JUN 1997
52.227-12	Patent Rights--Retention By The Contractor (Long Form)	JAN 1997
52.227-13	Patent Rights—Acquisitions By The Government	JAN 1997
52.228-7	Insurance—Liability To Third Persons	MAR 1996
52.229-3	Federal, State And Local Taxes	APR 2003
52.230-2	Cost Accounting Standards	APR 1998
52.230-3	Disclosure And Consistency Of Cost Accounting Practices	APR 1998
52.230-6	Administration of Cost Accounting Standards	APR 2005
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payments	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-16	Progress Payments	APR 2003
52.232-17	Interest	JUN 1996
52.232-18	Availability Of Funds	APR 1984
52.232-20	Limitation of Cost	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment Of Claims	JAN 1986
52.232-25	Prompt Payment	OCT 2003
52.232-32	Performance—Based Payments	FEB 2002
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration	OCT 2003
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-3 Alt I	Protest After Award (Aug 1996) - Alternate I	JUN 1985
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-3	Continuity Of Services	JAN 1991
52.237-10	Identification of Uncompensated Overtime	OCT 1997
52.242-1	Notice of Intent to Disallow Costs	APR 1984
52.242-3	Penalties for Unallowable Costs	MAY 2001
52.242-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy	JUL 1995

52.243-1 Alt 1	Changes—Fixed Price (Aug 1987) – Alternate I	APR 1984
52.243-2 Alt I	Changes—Cost-Reimbursement (Aug 1987) – Alternate I	APR 1984
52.233-5	Competition In Subcontracting	DEC 1996
52.244-6	Subcontracts for Commercial Items	SEP 2006
52.245-1	Property Records	APR 1984
52.245-2	Government Property (Fixed Price Contracts) – Alternate I	MAY 2004
52.245-4	Government-Furnished Property (Short Form)	JUN 2003
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts)	May 2004
52.246-25	Limitation Of Liability—Services	FEB 1997
52.248-1	Value Engineering	FEB 2000
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	MAY 2004
52.249-6	Termination (Cost Reimbursement)	MAY 2004
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.249-14	Excusable Delays	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2004
252.203-7002	Display Of DOD Hotline Poster	DEC 1991
252.204-7000	Disclosure Of Information	DEC 1991
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	Required Central Contractor Registration	NOV 2003
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
52.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 1998
252.211-7003	Item Identification and Validation	JUN 2005
252.215-7000	Pricing Adjustments	DEC 1991
252.219-7003	Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DOD Contracts)	APR 1996
252.223-7004	Drug Free Work Force	SEP 1988
252.225-7003	Report of Intended Performance Outside the United States and Canada—Submission with Offer	JUN 2005
252.225-7004	Reporting of Contract Performance Outside the United States and Canada—Submission after Award	JUN 2005
252.225-7012	Preference For Certain Domestic Commodities	JUN2004
252.225-7031	Secondary Arab Boycott Of Israel	JUN 2005
252.226-7001	Utilization of Indian Organization and Indian-Owned Economic Enterprises, and Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data—Noncommercial Items	NOV 1995
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	JUN 1995
252.227-7015	Technical Data—Commercial Items	NOV 1995
252.227-7016	Rights in Bid or Proposal Information	JUN 1995
252.227-7019	Validation of Asserted Restrictions—Computer Software	JUN 1995
252.227-7025	Limitation on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	JUN 1995
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data—Withholding Of Payments	MAR 2000
252.227-7034	Patents—Subcontracts	APR 1984
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 1999

252.227-7039	Patents—Reporting Of Subject Inventions	APR 1990
252.232-7003	Electronic Submission of Payment Requests	MAY 2006
252.243-7010	Levies on Contract Payments	SEP 2005
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	MAR 1998
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	NOV 2005
252.245-7001	Reports Of Government Property	May 1994
252.246-7001	Warranty Of Data	DEC 1991
252.247-7023	Transportation of Supplies by Sea	MAY 2002
252.247-7024	Notification Of Transportation Of Supplies By Sea	MAR 2000

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of cost reimbursement and firm fixed price multiple award indefinite delivery indefinite quantity contracts resulting from this solicitation.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

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

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

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

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 180 days following the end of the contract period of performance.

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a)The use of overtime is authorized under this contract if the overtime premium cost does not exceed $0.00* or the overtime premium is paid for work –

* unless otherwise identified at the individual Task Order level.

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

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

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

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

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

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

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

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

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

* unless otherwise identified at the individual task order level.

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits

TO BE IDENTIFIED AT THE TASK ORDER LEVEL, IF APPLICABLE

(End of clause)

52.232-32 PERFORMANCE-BASED PAYMENTS (FEB 2002)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion, which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquires into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the

contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's (i) failure to make progress, or (ii) unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title under any other clause of this contract;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or special tooling clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor must obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not-

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is damaged, lost, stolen, or destroyed, the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause, (1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and (2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall (i) excuse the Contractor from performance of obligations under this contract, or (ii) constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause (i) shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract, and (ii) shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that--

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of clause)

52.239-1 PRIVACY OR SECURITY SAFEGUARDS (AUG 1996)

(a) The Contractor shall not publish or disclose in any manner, without the Contracting Officer's written consent, the details of any safeguards either designed or developed by the Contractor under this contract or otherwise provided by the Government.-

(b) To the extent required to carry out a program of inspection to safeguard against threats and hazards to the security, integrity, and confidentiality of Government data, the Contractor shall afford the Government access to the Contractor's facilities, installations, technical capabilities, operations, documentation, records, and databases. –

(c) If new or unanticipated threats or hazards are discovered by either the Government or the Contractor, or if existing safeguards have ceased to function, the discoverer shall immediately bring the situation to the attention of the other party.

(End of clause)

52.244-2 SUBCONTRACTS (AUG 1998) - ALTERNATE I (JAN 2006)

(a) Definitions. As used in this clause—

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

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

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

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

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

(d) If the contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

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

(2) Is fixed-price and exceeds—

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

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

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

CONTRACTS WITH ANY FIRM NOT INCLUDED WITH THE PROPOSAL

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

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

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

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

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

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

(vii) A negotiation memorandum reflecting --

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

ALL SUBCONTRACTORS SUBMITTED WITH THE PROPOSAL

(End of Clause)

Alternate I (Jan 2006). As prescribed in 44.204(a)(2), substitute the following paragraph (f)(2) for paragraph (f)(2) of the Basic clause:

(f)(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (d) or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f)(1)(i) through (f)(1)(iv) of this clause.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

http://www.arnet.gov/far/
http://www.acq.osd.mil/dp/dars/dfars

(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 clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation

(End of Clause)

252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS. (JUN 1995)

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

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

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

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documents, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

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

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

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

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or

disclose the following technical data or computer software should be restricted:

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

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

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software

documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

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

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

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

Date _____

Printed Name and Title _____

Signature _____

(End of identification and assertion)

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

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

(End of provision)

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

Attachment J.1	Acronyms
Attachment J.2	Award Term Plan
Attachment J.3	Navy Value Engineering Guide for Contractors
Attachment J.4	Table A (Past Performance Information/Workforce Qualifications)
Attachment J.5	Summary of Fill-Ins

SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

CLAUSES INCORPORATED BY FULL TEXT

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a)Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M and implementing regulations issued by the IRS. If the resulting contract is subject to the reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of a Federal Government;

(e) Type of organization.

* Sole proprietorship;

* Partnership;

* Corporate entity (not tax-exempt):

* Corporate entity (tax-exempt):

* Government entity (Federal, State, or local);

* Foreign government;

* International organization per 26 CFR 1.6049-4;

* Other _____.

(f) Common Parent.

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name_____

TIN_____

(End of Provision)

52.204-8 ANNUAL REPRESENTATION AND CERTIFICATIONS (JAN 2006)

(a)

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

(2) The small business size standard is $25M.

(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 clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (c) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (c) of this provision instead of completing the corresponding individual representations and certification in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

[ ] (i) Paragraph (c) applies.

[ ] (ii) Paragraph (c) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA

database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically 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 ORCA.

(End of Provision)

52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT--COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of $500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

(1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and

(ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed:

_____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

(2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____ Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

(3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling more than $50 million (of which at least one award exceeded $1 million) in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

(4) Certificate of Interim Exemption. The offeror hereby certifies that

(i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and

(ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal

has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of $50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS--ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

( ) The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than $50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of $50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of $25 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

( ) YES ( ) NO

(End of clause)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY. (OCT 2006)

(a) Definitions. As used in this provision—

(1) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of

which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, North Korea, Sudan, and Syria.

(3) "Significant interest" means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) Prohibition on award. In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) Disclosure. If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM CERTIFICATE (JUN 2005)

(a) Definitions. Domestic end product, foreign end product, qualifying country, and qualifying country end product have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government--

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that--

(i) Each end product, except those listed in paragraph (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

(Line Item Number)

(Country of Origin)

(3) The following end products are other foreign end products:

(Line Item Number)

(Country of Origin) (If known)

(End of provision)

252.227-7028 TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT (JUN 1995)

The Offeror shall attach to its offer an identification of all documents or other media incorporating technical data or computer software it intends to deliver under this contract with other than unlimited rights that are identical or substantially similar to documents or other media that the Offeror has produced for, delivered to, or is obligated to deliver to the Government under any contract or subcontract. The attachment shall identify--

(a) The contract number under which the data or software were produced;

(b) The contract number under which, and the name and address of the organization to whom, the data or software were most recently delivered or will be delivered; and

(c) Any limitations on the Government's rights to use or disclose the data or software, including, when applicable, identification of the earliest date the limitations expire.

(End of clause)

252.247-7022 REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b) Representation. The Offeror represents that it:

____ (1) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

____ (2) Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

Ddl-K20 AUTHORIZED NEGOTIATORS

The offeror shall provide the name and telephone number of personnel authorized to negotiate on behalf of the offeror:

_____

_____

_____

In addition, the offeror shall provide a facsimile number and an email address to which correspondence and documents may be forwarded to the offeror, both prior to contract award and following contract award:

Facsimile: _____

Email: _____

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at http://www.dnb.com; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

Any contract awarded as a result of this solicitation will be __ DX rated order; __ DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

RATING TO BE DETERMINED AT THE TASK ORDER LEVEL

(End of provision)

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

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

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

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

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

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

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

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

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages

(i) addressed to the office specified in the solicitation, and

(ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

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

(i) The solicitation number;

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

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

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

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

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

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

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

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

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

(3) It is the only proposal received.

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

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

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time

specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

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

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

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

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

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

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

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

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

(1) Mark the title page with the following legend:

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

(2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award.

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

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

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

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

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

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

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

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

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

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

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

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer;

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iv) A summary of the rationale for award; and

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of provision)

52.222-24 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FEB 1999)

If a contract in the amount of $10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of $10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

(End of provision)

52.222-46 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c)The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

SeaPort-e PCO
Naval Surface Warfare Center
Dahlgren, Division
Dahlgren, VA 22448-5100

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

(End of Provision)

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

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

http://www.arnet.gov/far/
http://www.acq.osd.mil/dp/dars/

(End of provision

252.204-7001 COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING (AUG 1999)

(a) The offeror is requested to enter its CAGE code on its offer in the block with its name and address. The CAGE code entered must be for that name and address. Enter "CAGE" before the number.

(b) If the offeror does not have a CAGE code, it may ask the Contracting Officer to request one from the Defense Logistics Information Service (DLIS). The Contracting Officer will--

(1) Ask the Contractor to complete section B of a DD Form 2051, Request for Assignment of a Commercial and Government Entity (CAGE) Code;

(2) Complete section A and forward the form to DLIS; and

(3) Notify the Contractor of its assigned CAGE code.

(c) Do not delay submission of the offer pending receipt of a CAGE code.

(End of provision)

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offer shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

ADDITIONAL INSTRUCTIONS TO OFFERORS

1.0 INTRODUCTION

The purpose of this Request for Proposals is to engage the Rolling Admissions process of the SeaPort Enhanced Program to expand contract coverage and add Office of Naval Research Activities as authorized ordering offices. The period of performance shall be approximately two years from date of contract award, plus one five-year Award Term Option and one three-year Award Term Option.

Questions concerning the solicitation: Offerors may submit questions, concerns, or request clarification of, any aspect of this solicitation via electronic mail to the following address: e-pco@seaport.navy.mil. The offeror must include the company name in the subject line of the email. The questions should include the page number and paragraph number or identifier, which pertains to the offeror's question. Questions received without this information may not be answered. It is requested that all questions be received by 15 December 2006 to allow the Government adequate time to prepare and issue responses so that offerors can use the information in preparing their proposals. Although every effort will be made, the Government makes no guarantee that questions received after 15 December 2006 will be answered. Comments and questions must reference SOLICITATION N00178-07-R-4000. Acknowledgement of receipt of questions will not be made. The questions and answers associated with the initial award of the Seaport e Multiple Award Contracts in 2004 and the Rolling Admissions conducted in 2005 and 2006 can be found under the Rolling Admissions link on the http://www.seaport.navy.mil Homepage. Please review this material prior to submitting additional questions. Communications deemed necessary or important to understand or respond to the solicitation will be posted along with any and all solicitation amendments at website http://www.seaport.navy.mil/

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

2.1 It is anticipated that prospective offerors under this Rolling Admission will be granted temporary access to the Seaport-e Portal for purposes of submitting a proposal electronically. Detailed submittal instructions shall be included in the final solicitation.

Proposal submission will include the following:

The original proposal copy will include: RFP with Amendment change pages; all Attachments; one Technical Proposal; one Cost Proposal; one Cover Letter, CCR Registration Information; and Subcontracting Plan per FAR Part 19.

The Technical Proposal includes: Technical Capability Depth and Breadth (Table A for each Zone proposed, and written technical description); Management Approach; Subcontracting; and Past Performance

Reference paragraph 2.3 of this section for additional submission requirements.

2.2 Telegraphic offers shall not be considered.

2.3 Files should be in Microsoft Office compatible format. Offerors must comply with the detailed instructions for the format and content of the proposal.

2.4 Unnecessarily elaborate proposals are not desired.

2.5 The offeror shall also complete all required information at https://auction.seaport.navy.mil/SeaPort. **NOTE: This Site will not be available for entering information until the final solicitation is released in the early January 2007 timeframe.** This information will not be evaluated but is required. Proposals will not be evaluated unless this information is completely submitted.

3.0 GENERAL INFORMATION REQUIRED TO PREPARE OFFERS:

3.1 For Bidding/Proposal purposes the estimated date of contract award is 15 April 2007.

3.2 Proprietary data contained in the proposal shall be handled as identified in DFAR 252.227-7013.

3.3 The proposal shall be prepared and submitted in form and content in accordance with the instructions herein. Offerors must respond to the specific requirements of the solicitation being proposed on with no additions or deletions. All required fill-ins must be completed and all information provided in the format and content requested.

3.4 An offeror's proposal is presumed to represent his best efforts to respond to the solicitation. The Government intends to award multiple contracts without discussions, as permitted by FAR 52.215-1.

3.5 Offerors must provide comprehensive information on pertinent aspects of the effort being offered to enable the Government to evaluate the offeror's understanding of, and capability to meet requirements covered in the Statement of Work (SOW) that are being proposed on. The offeror shall provide sufficient detail to substantiate the validity of all stated claims. Further, the offeror shall indicate that it shall comply with requirements of the solicitation being proposed on and shall explain how compliance is achieved. Clarity, completeness and conciseness are essential, and the overall breadth and depth of the proposal shall be evaluated in the context of being representative of the offeror's capabilities. Data previously submitted, or presumed to be known, i.e., previous projects performed for the Navy cannot be considered unless such information is provided. Responses must adequately address specific solicitation requirements, and be responsive to the terms and conditions of the solicitations. Statements such as "the offeror understands," "the offeror has a long history of outstanding support," along with responses that paraphrase the solicitation, are considered inadequate. Phrases such as "standard procedures shall be employed" or "well known techniques shall be used," without a specific Government or industry reference, shall be considered inadequate and unsatisfactory.

3.6 Offerors shall not include CLASSIFIED material in the proposal.

3.7 Offerors must respond to the specific requirements of the solicitation being proposed on. Offerors shall not alter the solicitation (other than completing the appropriate "fill-in" blocks and certifications). Offerors who alter the solicitation (except for completing the appropriate "fill-in" blocks and certifications,) may be considered non-responsive and may render the offeror ineligible for award.

3.8 The Government also reserves the right to change any of the terms and conditions of this solicitation by amendment at any time prior to contract award and to allow offerors to revise their offers accordingly, as authorized by FAR 15.206.

3.9 Offerors may submit only one proposal as a prime contractor, but may be listed as a subcontractor in one or more competing proposals. Subcontractors may be listed on more than one competing proposal. Small and Small Disadvantaged Businesses are encouraged to proposed as prime contractors. The Navy will allow a prime to add or subtract team members during the life of the contract only with approval of the SeaPort Contracting Officer. However, the offeror must meet or exceed the proposed small business subcontracting requirements regardless of team changes.

3.10 The Small Business Administration (SBA) requires that firms certified under the 8(a) program confirm their current status. Firms interested in participation in the Seaport e Program should submit, as part of their proposal, the date for their graduation from the 8(a) program and their status under the following small business subcategories:

Certified in the 8(a) Program – YES ___ NO ___
Graduation from the 8(a) Program – MONTH _____ DAY _____ YEAR _____
Certified HUBZone – MONTH _____ DAY _____ YEAR _____
Women-Owned Small Business – YES ___ NO ___
Service-Disabled Veteran-Owned Small Business – YES ___ NO ___
Small Disadvantaged Business – YES ___ NO ___

4.0 PROPOSAL FORMAT:

4.1 In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all offerors submit their proposals in accordance with the format and content specified.

4.2 The electronic proposal, shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

All information except Table A

- 8.5 x 11 inch paper,
- Single-spaced typed lines
- No graphics, or pictures, (signatures on teaming agreements, headers and footers are not graphics or pictures)
- Flow charts and tables are not considered graphics if they appear in the management approach, cost savings approach, or technical capability section
- 1 inch margins
- 12-point (Times New Roman font) in the text
- No hyperlinks
- Microsoft Word Software
- All files named with the file extension .doc.

Table A:

- Microsoft Excel Software
- All files named with the file extension .xls.
- No hyperlinks
- Offeror shall complete a copy of Table A as provided for each Zone in which you wish to be considered

4.3 The proposal shall be limited to the following submissions and pages:

Identification	Page Limit
Cover letter	5 pages

The offeror is required to submit one entire copy (signed by the offeror) of the RFP in their proposal.

Volume I – Technical Proposal addressing:

Evaluation Factor 1: Technical Capability

(a) Depth and Breadth	Table A for each zone Proposed; 10 pages total narrative regardless of number of Zones proposed.
(b) Management Approach	5 pages
(c) Subcontracting	Table A plus 5 pages (Exclusive of Subcontracting Plan (Large Business only) Requirements of FAR 19.7 and DFAR 219.7)

Evaluation Factor 2: Past Performance	No separate submission (included in Table A)

Volume II – Cost/Price Proposal addressing:

Evaluation Factor 3: Price

(a) Savings and Cost Approach	20 pages
(b) Ceiling Unit Price for Item 1000	1 page
(c) Compensation Plan (FAR 52.222-46)	No Page Limit

NOTE: The Government will not consider any information presented beyond the last whole word within the PAGE LIMIT.

NOTE: Cost information shall be limited to Volume II Cost/Price Proposal. No Cost or Price information shall appear in Volume I Technical Proposal.

5.0 PROPOSAL CONTENT:

5.1 The completion and submission to the Government of an offer shall indicate the offeror's unconditional agreement to the terms and conditions in this solicitation. In evaluating an offeror's capability, the Government shall consider how well the offeror complied with the instructions in this solicitation.

5.2 COVER LETTER: The proposal shall include a cover letter signed by an individual authorized to commit the company to the proposal. The cover letter shall identify all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. **The cover letter required by this paragraph super cedes and replaces the "First Page" requirements referred to in FAR 52.215-1, Subsection (2).** It shall state:

1. Commercial and Government Entity (CAGE) number,
2. Duns Number,
3. Taxpayer Identification Number (TIN),
4. Clearly identify the zone or zones being proposed on,
5. Name, address and telephone number of the cognizant DCAA office,
6. Name, address and telephone number of the cognizant ACO, and
7. Proposal validity through 31 August 2007,
8. Names, telephone numbers and email addresses of persons authorized to conduct negotiations, as well as the names of the official authorized to bind the offeror's organization shall be clearly identified,
9. A copy of the prime contractors CCR registration information from the CCR website.

5.3 Standard Form 33 with blocks 12 through 18 completed. The offeror is to submit one copy of the entire solicitation. Attention is directed to the following sections, which contain fill-ins:

5.3.1 Section B: All fill-ins to be completed by the offeror. The Offeror shall insert the proposed amount or contractor specific information where an * appears in Section B. The Offeror shall also complete the table indicating which zone(s) are being proposed.

5.3.1.1 The Offeror must propose labor rates to establish ceiling prices for CLINs 1000, 4000, and 7000. The rate for CLIN 1000 must:

- be the actual hourly labor rate,
- from the most recent accounting year,
- for the highest (direct cost) labor category within the team proposed.

The rate(s) proposed for CLINs 4000 and 7000 shall be based on the CLIN 1000 rate with escalation, which reflects the offeror's best judgment. Note that the rate may be from the prime or any other team member. All applicable direct and indirect costs, escalation and fee associated with the labor rate must be applied. This rate should not include any travel or ODC costs. Only one ceiling unit price should be proposed for Item 1000. This rate will be the highest (direct cost) labor category with the team proposed to cover all zones proposed.

5.3.2 Section H: All fill-ins to be completed by the offeror. In clause H-10, Savings Clause the Offeror shall insert the proposed amount or information where an * appears in Section H.

5.3.3 Section K: All fill-ins to be completed by the offeror. The Offeror shall insert the proposed information where an * appears in Section K. Attention is directed to Online Representations and Certifications (ORCA) outlined in Section K.

5.3.4 Attachment J.5, Summary of Fill-Ins, shall also be completed.

5.4 Volume I -Technical Proposal:

5.4.1 Evaluation Factor 1 Technical Capability

(a) Depth and Breadth (Table A plus 10 pages):
The solicitation contains a single SOW. There are seven zones - Northeast; National Capital; Mid Atlantic; Gulf Coast; Midwest; Pacific Northwest; and Southwest. Offerors shall specify which Zone or Zones they propose to support as well as the specific Functional Areas (SOW Paragraphs 3.1 through 3.22) that the offeror proposes to perform. The offeror shall complete a copy of Table A (located at the end of the solicitation) for each zone being proposed on to: (1) Specify which zone or zones are to be supported; (2) which Functional Areas (SOW Para. 3.1 through 3.22) are to be performed in each zone being proposed on; (3) provide it's depth and breadth of experience and expertise in the functional areas (SOW paras. 3.1 through 3.22) performed within the past three (3) years; and (4) Demonstrate that an appropriately experienced and educated workforce will be used to provide support within each zone proposed on. Experience in these functional areas may be gained from working with any of the NAVSEA or Virtual SYSCOM activities as well as other Government organizations. The offeror should provide the maximum amount of experience and expertise that the offeror (or offeror's team) has performed within the past three (3) years for each functional area. If proposing a team, each team member listed must be on the SeaPort-e Contractor Information Registration site. Offerors must demonstrate applicable relevant experience in the Functional Areas found in SOW Paragraphs 3.1 through 3.22. Additionally, offerors shall complete Sheet 2 of Table A that shows workforce composition relative to the functional area and zone being proposed on. The Offeror's labor mix should be multi-disciplinary that identifies one key individual per Functional Area proposed.

The offeror shall discuss in detail his experience and expertise identified for each listing found in Table A. Specific experience is defined as recent relevant work under an identified (Table A) contract. This requirement applies equally to primes and subcontractors. Not to exceed 10 pages regardless of number of zones proposed. Offerors should also identify in each instance if the effort performed was as a prime or subcontractor.

(b) Management Approach. (Not to exceed 5 pages.)

The Offeror shall describe its' management approach to provide the Navy with outstanding quality Engineering, Technical and Programmatic support services while maximizing innovation and cost reduction initiatives and facilitating the Navy's conversion to performance based contracting in accordance with Office of the Secretary of Defense (OSD) direction. The management approach must be formatted as follows:

1. Describe your approach to integrate professional support services within and across NAVSEA or the Virtual SYSCOM to institute best practices throughout and realize cost savings.

2. Describe your approach to mold, manage and maintain this effort including your:
   - Capability to manage the effort (or team if so proposed)
   - Ability to manage change to preserve stability and maintain technical expertise in the workforce
   - Ability to monitor and maximize quality
   - Approach to guarantee responsiveness to and cooperation with customers
   - Approach to problem resolution
   - Flow down of incentives to your team partners (if so proposed).

The offeror must include either a statement that this management approach was prepared by team members or provide a list of consultants involved in preparing the response.

(c) **Subcontracting:** Narrative not to exceed 5 pages (exclusive of Subcontracting Plan required for Large Business in accordance with FAR 19.7 and DFAR 219.7; and SF294s)

All offerors are required to address all team members on the SeaPort-e Contractor Information Registration site. Additionally, for any teaming arrangements not yet in place, the offeror will address their plans and schedules for completing this process. Additionally, offerors will address their plans to flow down savings initiatives to their team members.

In addition, all Large Business Primes are required to provide a narrative, which details how the following requirements will be met in their subcontracting plans.

At least 20% of the total amount obligated under the contract (not per task order) must be subcontracted to small businesses. In achieving the 20% requirement, the following specific minimum requirements must be met:

- 5% of the total dollars obligated under the contract (not per task order) to Small Disadvantaged Businesses,
- 5% of the total dollars obligated under the contract (not per task order) to Women-Owned Small Businesses,
- 3% of the total dollars obligated under the contract (not per task order) to Hub-zones,
- 1.5% of the total dollars obligated under the contract (not per task order) to Service Disabled Veteran owned small business concerns

The 20% subcontracted effort must be comprised of meaningful work under the statement of work within the task orders. Offerors are encouraged to exceed the minimums and are directed to review Section M on the evaluation of this information as they determine their subcontracting goals. The Offerors shall provide copies of three final SF 294s (does not count in the page limitation) for the three relevant contracts, which best demonstrates the offerors ability to achieve the proposed subcontracting goals.

In accordance with FAR 19, Large Businesses are required to submit a subcontracting plan, which contains the above goals. No page restriction is applied to this plan.

The reporting of the actual small business subcontracting information experienced under the Seaport e contract will occur in the portal. An e-mail notification will be sent twice a year to all large business prime contractors requiring the information to be entered in the portal.

Evaluation Factor 2 - Past Performance:

No additional submission is required for past performance information. Table A entries should reflect significant recent relevant experience performed within the past three (3) years. In addition, the Government may use other information available from Government sources to evaluate an offerors past performance such as data resident in the Federal Past Performance Information Retrieval System (PPIRS). The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror. Past performance of all team members included at the SeaPort-e Contractor Information Registration site may be evaluated. This requirement applies to both large and small businesses that are proposing to subcontract.

5.5 Volume II – Cost/Price Proposal

Evaluation Factor 3 – Cost / Price

(a) Cost Savings Approach. It is the intent of this solicitation to provide the Navy with outstanding engineering, technical and programmatic support services while maximizing innovation and cost reduction initiatives. The Offeror shall describe its cost savings approach to provide high quality services at a reduced cost to the Government in the following format:

1. For all proposed amounts within the Section H Savings Clause, describe how you will achieve the proposed price reductions and volume discounts. Describe how you will minimize the pass-through charge and your ability to reduce it below the proposed percentage during the life of the contract.

2. Describe approaches for additional cost savings initiatives, which could be implemented at any or all levels including for example, professional support services processes improvements, e-business solutions, or cost savings for contractor travel. The offeror must include either a statement that the cost savings approach was prepared by team members or provide a list of consultants involved in preparing the response. The Cost Savings approach shall not exceed twenty pages. The Government will not consider any information beyond the last word of the 20th page.

(b) Ceiling Unit Price for CLIN 1000. The offeror shall provide a breakdown of the derivation of the ceiling unit price, including the method for developing the direct labor rate (what labor category for what company), the indirect burdens applied, the escalation used, and the fee rate. Additionally, the offeror is required to demonstrate application of TOTAL PASS THROUGH COSTs on subcontractors, including all charges that would be billed. The offeror's price breakdown shall not exceed one page. The Government shall not consider any information presented beyond the last word of the 1st page.

(c) Compensation Plan For Professional Employees - No Page Limit

NOTE: The offeror shall include in its cost/price proposal the date that the cognizant DCAA office has determined its accounting system to be adequate for the accumulation, reporting, and billing of costs under cost reimbursement contracts. Offerors shall include in their proposal if they have an established electronic invoicing process in place.

5.6 Zone Consideration – "Presence"

Offerors are required to complete Table A for each zone(s) in which they wish to be considered during the Task Order, Fair Consideration Process. To be considered in one or more of the seven zones, you must have held or currently hold a prime contract, subcontract or currently have a local office in the zone(s) in which you wish to be considered. The definition of local office is an office within the geographical zone(s) identified in H.1 that is 1) in existence at the time the RFP closes; 2) is in business to provide the support found in the Functional Areas identified in the SOW; and 3) staffed by employees employed by the prime contractor who proposes on the RFP, or at least one of its team members (subcontractor). For the purpose of the qualification requirement, contract means meaningful work performed for one or more of the NAVSEA or Virtual SYSCOM sites and field activities in one or more of the Functional Areas. An order on a GSA contract may qualify as a contract if it is relevant to the Functional Areas of the SOW.

SECTION M - EVALUATION FACTORS FOR AWARD

1.0 The Government intends to make multiple awards under this solicitation. The Government also intends to award to enough socioeconomic category companies to solicit set-asides in zones.

2.0 BASIS FOR CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1, which provides that contracts shall be awarded to that responsible offeror(s) whose proposal(s), represents the best value after evaluation in accordance with the factors in the solicitation. "Factors" shall include all of those evaluation factors that are described in this Section M.

This is a best value source selection conducted in accordance with the Federal Acquisition Regulations. Award shall be made to contractors who are deemed responsible in accordance with FAR 9.104; whose proposal conforms to the solicitation's requirements and is judged to represent best value to the Government. The best value is represented by the most advantageous offer, price and other factors considered. Such offers may not necessarily be the proposals offering the lowest price or receiving the highest technical rating.

Prospective offerors are advised that firms certified under small business sub-categories that are competing for inclusion within the SeaPort-e Program via Rolling Admissions Solicitation No. N00178-07-R-4000 will be competing only against other prospective offerors certified within their respective small business sub-category.

The Government intends to award without discussions. Prospective offerors are advised that a proposal meeting solicitation requirements with the lowest evaluated price may not be selected if award to a higher evaluated price offeror is determined to be most advantageous to the Government. Each contractor shall be evaluated relative to the following:

Factor 1: Technical Capability
- (a) Depth and Breadth
- (b) Management Approach
- (c) Subcontracting

Factor 2: Past Performance

Factor 3: Cost/Price

- (a) Savings and Cost Approach
- (b) Ceiling Unit price for CLIN 1000
- (c) Compensation Plan

Factor 1 is significantly more important than Factors 2 and 3. Factors 2 and 3 are approximately equal. All subfactors are of equal weight within the factor.

3.0 EVALUATION CRITERIA

3.1 GENERAL Each of the evaluation factors will be rated as a whole based upon the information requested and discussed in Section L. If one portion or element of an evaluation factor is considered unsatisfactory, this shall result

in a rating of unsatisfactory for the evaluation factor and will exclude the offer from receiving further consideration for award.

Factor 1: Technical Capability (Depth and Breadth; Management Approach; Subcontracting). Each offeror will be evaluated on its capability to perform the requirements from the statement of work based on relevant experience in the proposed zone. This shall include the offeror's depth and breadth of experience performing the type of work covered by the statement of work, the offeror's ability to perform the requirements (or manage a team performing the requirements) and produce quality services. The information provided in the narrative on technical capability and Table A will be used to assess the offeror's technical capability within each proposed zone. Information from the points of contact provided in Table A may be used in addition to the information provided by the offeror.

Each offeror will be evaluated on the approach to integrate professional support services within and across the Navy to institute best practices to realize cost savings. This includes the capability to manage the effort, ability to manage change to preserve stability and maintain technical expertise in the workforce, ability to monitor and maximize quality, responsiveness to and cooperation with customers, problem resolution, and flow down of incentives to team partners (if so proposed).

Offerors will be evaluated on the ability to manage subcontractors (if proposed). Ability to put in place subcontracting or teaming arrangements. FOR LARGE BUSINESS PRIMES ONLY – each large business offeror will be evaluated on the ability to achieve subcontracting goals with small businesses, small disadvantaged businesses, HubZone businesses, women-owned small businesses, and veteran owned small business concerns.

Factor 2: Past Performance. Each offeror will be evaluated on its past performance. Information utilized shall be obtained from the references listed in the proposal in Table A, other customers known to the Government, PPIRS (if available), and others who may have useful and relevant information. The Government shall focus on past performance on similar procurements. More recent work may be considered more relevant and more important. Evaluation of past performance shall be based on consideration of all relevant facts and circumstances. The evaluation shall include demonstrated past performance in quality of product or service, schedule and business relationships. In the case of an Offeror that does not have past contract performance information, or with respect to which information on past contract performance is not available, the offeror shall receive a neutral rating on the factor of past performance.

Factor 3: Cost/Price. The Offerors proposed saving percentages (savings for repetitive work and volume discounts) from Section H of the solicitation and the cap on fees will be evaluated for reasonable price savings over the life of the contract. The offerors ceiling unit price for CLIN 1000 will be evaluated.

3.2 EVALUATION PROCESS

(a) The Government will evaluate the offeror's Technical Capability, Management, Past Performance and Cost/Price proposals using four adjective rating definitions (Outstanding, Good, Satisfactory, and Unsatisfactory).

(b) The Government will assign a rating (as defined below), based on the offeror's ability to support the Government's requirements.

(c) The Government will first determine if the offeror meets the criteria for presence in each zone proposed on (presence is defined as "The offeror has held or currently holds a prime contract or subcontract or currently has a local office manned by the prime or team member in the zone(s) proposed on"). The Government will then assign a rating to the Management and Past Performance factors. Any proposal rated as Unsatisfactory in Management or Past Performance will be excluded from the competition. Those proposals rated as Satisfactory or better in Management and Past Performance will then be rated as to Technical Capability in each zone the offeror proposed on by comparing the overall merits of the proposal against the requirements in the SOW. Any proposal rated as Unsatisfactory in Technical Capability within a zone or that does not meet the criteria for presence will not be considered for award in that zone. Any proposal evaluated as Unsatisfactory in the Cost/Price factor will not be considered for award.

(d) The Government reserves the right to limit the number of Prime Contract Awards if it is determined that an adequate number of outstanding proposals that represent both Large and Small Business have been received in any zone.

4.0 FACTOR RATING SCALE

Factor 1: Technical Capability – Depth and Breadth

OUTSTANDING:

Large Business - Relevant experience in 18-22 functional areas of the SOW in the zone(s) proposed on. Small Business - Relevant experience in 3 or more functional areas of the SOW in the zone(s) proposed on.

GOOD:

Large Business - Relevant experience in 10-17 functional areas of the SOW in the zone(s) proposed on. Small Business - Relevant experience in 2 or more functional areas of the SOW in the zone(s) proposed on

SATISFACTORY:

Large Business – Relevant experience in 2-9 functional areas of the SOW in the zone(s) proposed on. Small Business - Relevant experience in 1 functional area of the SOW in the zone(s) proposed on.

UNSATISFACTORY:

Large Business – Relevant experience in none or one of the functional areas of the SOW in the zone(s) proposed on. Small Business - does not demonstrate relevant experience in any of the functional areas of the SOW in the zone(s) proposed on..

Management Approach

A. Management Plan

B. Subcontracting Plan (Large Businesses Only)

C. Subcontracting/Teaming Arrangements (Applies to All Businesses)

OUTSTANDING:

A. The offeror has demonstrated the ability to incorporate best practices and cost savings techniques on existing contracts. Additionally, has demonstrated a capability to mold, manage and maintain teams performing a wide variety of services.

B. Large Business - Offeror has low risk plan to subcontract 30% or more of the total dollars obligated to small, small disadvantaged, woman owned, HUB Zones and veteran owned firms.

C. Teaming/Subcontracting agreements are in place.

GOOD:

A. Most of the best practices and cost savings techniques have been utilized on previous contracts. Offeror has experience managing and retaining teams on previous contracts.

B. Large Business - Offeror plans to subcontract 21-29% of the total dollars obligated to small, small disadvantaged, woman owned, HUB Zones and veteran owned firms.

C. Some teaming/subcontracting agreements are in place.

SATISFACTORY:

A. The offeror's proposed best practices and cost savings appear to have merit but are unproven. Demonstrated a capability to mold, manage and maintain teams performing in limited tasking areas.

B. Large Business - Offeror plans to subcontract 20% of the total dollars obligated to small, small disadvantaged, woman owned, HUB Zones and veteran owned firms.

C. Few of the teaming/subcontracting agreements are in place.

UNSATISFACTORY:

A. No best practices or cost savings proposed. If proposing a team, offeror has not demonstrated the capability to manage subcontractor arrangements.

B. Large Business - Offeror did not propose small business subcontracting goals in accordance with the RFP.

C. No subcontracting/teaming arrangements are in place.

Factor 2 Past Performance

Offerors will receive a Neutral rating if they have no relevant past performance.

OUTSTANDING:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from substantially all of the references or past performance sources available. Substantially all of the past performance references contacted would contract with the offeror again for similar work.

GOOD:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from the clear majority of references or past performance sources available. The vast majority of the past performance references contacted would hire the offeror again for similar work.

SATISFACTORY:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from a majority of the references or past performance sources available. A majority of the past performance references contacted would hire the offeror again for similar work.

UNSATISFACTORY:

The offeror has received the highest possible ratings in the areas of quality, schedule, and business relations from less than a majority of the references or past performance sources available. Less than a majority of the past performance references contacted would hire the offeror again for similar work.

Factor 3 Cost/Price

A. Savings and Cost Approach

B. Ceiling Unit Price

OUTSTANDING:

The offeror must demonstrate a strong commitment to price reduction. This must include the following:

- The percentages proposed in the savings clause must exceed 5% per year, which is convincingly substantiated in the price proposal.

- The maximum pass through rate proposed is equal to or less than 8%.

- The unit ceiling rate for Item 1000 is:

  The actual hourly rate for the team's highest paid labor category,
  DCAA recommended rates (if applicable),

  Using less than 4% annual escalation and

  A fee/profit percentage equal to or less than 8%.

- The cost savings approach must have a high probability of resulting in savings.

GOOD:

The offeror must demonstrate a reasonable commitment to price reduction. This must include the following:

- The percentages proposed in the savings clause must exceed 3% per year, which is convincingly substantiated in the price proposal.

- The maximum pass through rate proposed is equal to or less than 8%

- The unit ceiling rate for Item 1000 is:

  The actual hourly rate for the team's highest paid labor category;

  DCAA recommended rates (if applicable),

  Using less than 5% annual escalation and

  A fee/profit percentage equal to or less than 8%.

- The cost savings approach must have a reasonable probability of resulting in savings.

SATISFACTORY:

The offeror must demonstrate a commitment to price reduction. This must include the following:

- The percentages proposed in the savings clause must exceed 1% per year, which is convincingly substantiated in the price proposal.

- The maximum pass through rate proposed is equal to or less than 8%

- The unit ceiling rate for Item 1000 is:

  The actual hourly rate for the team's highest paid labor category,

  DCAA recommended rates (if applicable),

  Using less than or equal to 6% annual escalation and

  A fee/profit percentage equal to or less than 8%.

- The cost savings approach must have a possibility of resulting in savings.

UNSATISFACTORY:

The offeror did not demonstrate a commitment to price reduction. This must include the following:

- The percentages proposed in the savings clause did not exceed 1% per year, which is not convincingly substantiated in the price proposal.

- The maximum pass through rate proposed is 8.1% or greater.

- The unit ceiling rate for Item 1000 is:

  not the actual hourly labor rate for the team's highest paid labor category,

  Does not include the applicable DCAA recommended rates (if applicable),

Using greater than 6% annual escalation and

A fee/profit percentage greater than 8%.

- The cost savings approach did not have a possibility of resulting in savings.

NOTE: If a proposal receives an unsatisfactory rating in the Management, Past Performance, or Cost/Price factors, it will be excluded from award consideration.

5.0 OVERALL RATING SCALE

An overall rating per zone evaluated will be assigned to each proposal.

OUTSTANDING The Offeror demonstrated the highest likelihood of meeting government expectations for the performance of the contract. The Offeror is highly likely to win task orders during the period of performance and has the capability to perform awarded task orders. The offeror has not received any "unsatisfactory" or "satisfactory" factor ratings. The proposal overall is a high value to the Government considering the four evaluation factors.

GOOD The Offeror demonstrated a reasonable likelihood of meeting government expectations for the performance of the contract. The Offeror is likely to win task orders during the period of performance and should have the capability to perform awarded task orders. The offeror has not received any "unsatisfactory" factor ratings. The proposal overall is a reasonable value to the Government considering the four evaluation factors.

SATISFACTORY The Offeror demonstrated that the offeror may have trouble meeting government expectations for the performance of the contract. The Offeror is not likely to win many task orders during the period of performance and may not have the capability to perform all of the awarded task orders. The offeror has not received any "unsatisfactory" factor ratings. The proposal overall has limited value to the Government considering the four evaluation factors.

UNSATISFACTORY The Offeror demonstrated that the offeror may have significant risk in meeting government expectations for the performance of the contract. The Offeror is not likely to win many task orders during the period of performance and may not have the capability to perform all of the awarded task orders. The offeror has received at least one "unsatisfactory" factor rating. The proposal overall has almost no value to the Government considering the four evaluation factors.

6.0 NOTICE OF AWARD

A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror(s) within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offeror's specified expiration time, the Government may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. The Government reserves the right to award on all or some of the zones proposed. As a result, the Government reserves the unilateral right to modify Section B, Zone Table to reflect the results of its evaluation of the zones to be awarded.

LIST OF ACRONYMS IN SOW AND ATTACHMENTS	
A	
ADCAP	Advanced Capability
AER	Alteration Equivalent to Repair
AMSDL	Acquisition Management System and Data Requirements Control List
AOA	Analysis of Alternatives
ASROC	Antisubmarine Rocket
ASW	Antisubmarine Warfare
ATD	Advanced Technology Demonstration
AUTEC	Atlantic Undersea Test and Evaluation Center
AVDS	Air Vehicle Diagnostic System
B	
C	
CAD	Cartridge Actuated Device
CAP	Combat Air Patrol
CASS	Consolidated Automated Support System
CBW	Chemical Biological Warfare
CDRL	Contract Data Requirements List
CM	Configuration Management
CMM	Capability Maturity Model
CNO	Chief of Naval Operations
COMOPTEVFOR	Commander Operational Test and Evaluation Force
COTS	Commercial Off-the-Shelf
CSSQT	Combat System Ships Qualification Trials
CV	Aircraft Carrier
CV/TSC	Carrier Based Tactical Support Center
C_3	Command, Control, and Communication
D	
DA	Design Agent
DEP	Distributed Engineering Plant
DID	Data Item Description
DoD	Department of Defense
DODISS	Department of Defense Index of Specifications and Standards
DOE	Department of Energy
DRMS	Defense Reutilization and Marketing Service
DT&E	Development Test and Evaluation
E	
EA	Electronic Attack
EC	Engineering Change
ECM	Electronic Countermeasures

ECS	Exterior Communications Systems
EM	Electromagnetic
EMCAP	Electromagnetic Compatibility Analysis Program
EMI	Electromagnetic Interference
EMV	Electromagnetic Vulnerability
EO	Electro-Optic
EOA	Early Operational Assessment
EOD	Explosive Ordnance Disposal
ESM	Electronic Surveillance Measures
EW	Electronic Warfare
EWBS	Expanded Work Breakdown Structure
E_3	Electromagnetic Environmental Effects
F	
FBM	Fleet Ballistic Missile
FCIM	Flexible Computer Integrated Manufacturing
FLEETEX	Fleet Exercise
FMS	Foreign Military Sales
FORACS	Fleet Operational Readiness Accuracy Check Site
FOT&E	Follow-On Operational Test and Evaluation
G	
H	
HAZMAT	Hazardous Materials
HERF	Hazards of Electromagnetic Radiation to Fuel
HERO	Hazards of Electromagnetic Radiation to Ordnance
HERP	Hazards of Electromagnetic Radiation to Personnel
HM&E	Hull, Mechanical and Electrical
HVAC	Heating, Ventilation, and Air Conditioning
I	
IA	Information Assurance
I&EW	Imaging and Electronic Warfare
ILS	Integrated Logistics Support
IMA	Intermediate Maintenance Activity
IR	Infrared
IR/IED	Independent Research and Independent Exploratory Development
IS	Information System
ISE	In-Service Engineering
ISEA	In-Service Engineering Agent
IT	Information Technology
IV&V	Independent Verification and Validation
IWAR	Integrated Warfare Assessment & Requirements

J	
JAHUMS	Joint Advanced Health and Usage Monitoring System
JATOS	Jet Assisted Takeoff Systems
JCALS	Joint Continuous Acquisition and Life-Cycle Support
JLOTS	Joint Logistics Over the Shore
JMA	Joint Mission Area
JWAL	Joint Warfare Assessment Laboratory
K	
L	
LAN	Local Area Network
LCAC	Landing Craft Air Cushion
LHA	Landing, Helicopter, Assault
LHD	Landing Helicopter Dock
LPD	Landing Platform Dock
LRIP	Low Rate Initial Production
LSA	Logistics Support Analysis
LSD	Landing Ship, Dock
M	
MACHALT	Machinery Alteration
MAC	Multiple Award Contract
MANTECH	Manufacturing Technology
MARAD	Maritime Administration
MCM	Mine Countermeasures
MCP	Mission Capability Package
MEMS	MicroElectro Mechanical Systems
MLI	Munitions List Items
MRTFB	Major Range and Test Facilities Base
MS&T	Measurement Science and Technology Laboratory
N	
NASA	National Aeronautics and Space Administration
NATO	North Atlantic Treaty Organization
NAVAIR	Naval Air Systems Command
NAVSEA	Naval Sea Systems Command
NDSTC	Naval Diving and Salvage Training Center
NEDU	Naval Experimental Diving Unit
NMCI	Navy Marine Corps Intranet
NOSSA	Naval Ordnance Safety and Security Activity
NSW	Naval Special Warfare
NSWC	Naval Surface Warfare Center
NUTEC	National UUV Test and Evaluation Center
NUWC	Naval Undersea Warfare Center

NVEO	Night Vision Electro-Optics
O	
OESO	Ordnance Environmental Support Office
ONR	Office of Naval Research
OOTW	Operations Other Than War
OPEVAL	Operational Evaluation
OPNAV	Office of the Chief of Naval Operations
ORDALT	Ordnance Alteration
OSN	Office of the Secretary of the Navy
OT&T	Operational Test and Evaluation
P	
PAD	Propellant Actuated Device
PEO	Program Executive Officer
PHS&T	Packaging, Handling, Storage and Transportation
PM	Program Manager
PMO	Program Management Office
Q	
R	
R&D	Research and Development
RADAR	Radio Detection and Ranging
RDT&E	Research, Development, Test and Evaluation
RF	Radio Frequency
RFI	Ready For Issue
RM&A	Reliability, Maintainability, and Availability
RTASS	Remote Technical Assistance Support System
S	
S&T	Science and Technology
SDV	Swimmer Delivery Vehicle
SEAFAC	Southeast Alaska Acoustic Measurement Facility
SEI	Software Engineering Institute
SESE	Shipboard Electronic Systems Evaluation
SESEF	Shipboard Electronic Systems Evaluation Facility
SHIPALT	Ship Alteration
SI/SCI	Special Intelligence/Special Compartmented Intelligence
SLBM	Submarine Launched Ballistic Missile System
SOF	Special Operations Forces
SONAR	Sound Navigation and Ranging
SOW	Statement of Work
SPAWAR	Space and Naval Warfare Systems Command
SSA	Software Support Activity

SSBN	Nuclear Powered Ballistic Missile Submarine
SSEB	Source Selection Evaluation Board
SSGN	Nuclear Powered Cruise Missile Submarine
SSRNM	Surface Ship Radiated Noise Measurement
SUBSAFE	Submarine Safety Certification Program
SWS	Strategic Weapons Systems
T	
T&E	Test and Evaluation
TDA	Technical Direction Agent
TDP	Technical Data Package
TDKM	Technical Data Knowledge Management Program
TECHEVAL	Technical Evaluation
TEMP	Test and Evaluation Master Plan
TEMPALT	Temporary Alteration
TFR	Trouble Failure Report
TPM	Technical Program Management
TRP	Technology Reinvestment Program
TSC	Trade Security Controls
TSSE	Total Ship Systems Engineering
TTR	Tactical Training Range
TWCS	Tomahawk Weapons Control System
U	
UK	United Kingdom
UNREP	Underway Replenishment
UPS	Uninterruptible Power Supply
USA	United States Army
USAF	United States Air Force
USCG	United States Coast Guard
USMC	United States Marine Corps
USSOCOM	United States Special Operations Command
USW	Undersea Warfare
UUV	Unmanned Undersea Vehicle
UV	Ultraviolet
V	
VLS	Vertical Launch System
W	
WAN	Wide Area Network
WSAT	Weapons Safety Assistance Team
X	

Y
Z

AWARD TERM PLAN

FOR

N00178-07-R-4000

SEAPORT ENHANCED

APPROVED:

_____

Term Determining Official
(Title)

AWARD TERM PLAN

1.0 INTRODUCTION

a. This Award Term Plan is the basis for the Seaport Enhanced NAVY evaluation of the contractor's performance and for presenting an assessment of that performance to the Term Determining Official (TDO). An adjustment to the award term will not result in a contract ordering period of less than two years or greater than ten years from the award of the contract. This plan describes the specific criteria and procedures to be used to assess the contractor's performance and to determine the amount of award term earned. Actual award term determinations and the methodology for determining the award term are unilateral decisions made solely at the discretion of the Government.

b. Any contract term extensions earned will be reflected in unilateral contract modifications based upon terms earned as determined by the TDO. The award term earned will be determined by the TDO based upon review of the contractor's performance against the criteria set forth in this plan. The TDO may unilaterally change this plan prior to the beginning of an evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties.

c. This Award Term Plan contractually entitles the contractor to award term extensions based on TDO decision and is only subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; termination for convenience, a total of two TDO determinations of marginal or unsatisfactory ratings, and regulatory or legal prohibition of award terms or restraints on the duration of contracts.

2.0 ORGANIZATION

The award term organization consists of the Term Determining Official (TDO); an Award Term Review Board (ATRB) which consists of a chairperson, the Contracting Officer, a recorder, other functional area participants; and the Performance Monitors.

3.0 RESPONSIBILITIES

a. **Term Determining Official**. The TDO approves the award term plan and any changes. The TDO reviews the recommendation(s) of the ATRB, considers all pertinent data, and determines the earned award term period. The TDO appoints the ATRB Chairperson.

b. **Award Term Review Board**. ATRB members review performance monitors' evaluation of the contractor's performance, consider all information from pertinent sources (including the contractor's self-assessment report), and arrive at an earned award

term period recommendation to be presented to the TDO. The ATRB may also recommend changes to this plan.

c. **ATRB Recorder**. The ATRB recorder is responsible for coordinating the administrative actions required by the performance monitors, the ATRB and the TDO. The recorder will prepare the official minutes of each Award Term session.

d. **Contracting Officer**. The CO appoints the TDO and Award Term Review Board members. The CO modifies the contract ordering period, if necessary, to reflect the TDO decision.

4.0 AWARD TERM PROCESSES

a. Available Award Terms. The earned award terms will be based on the contractor's performance during each evaluation period. There are two available Award Term periods.

b. Evaluation Criteria. If the CO does not provide specific notice in writing to the contractor of changes to the evaluation criteria prior to the start of an evaluation period, the same criteria from the preceding period will be used in the subsequent evaluation period. Any changes to evaluation criteria will be made by revising the Award Term Plan and notifying the contractor.

c. Contractor's Self-Assessment. The contractor's self-assessment report is submitted to the CO within 15 days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period shall address each of the evaluation factors and may also contain any information that may be reasonably expected to assist the ATRB in evaluating the contractor's performance.

d. End-of-Period Evaluations. The ATRB Recorder notifies each ATRB member prior to the end of each evaluation period of the upcoming evaluation. The contractor shall submit a written Self-Assessment Report to the Contracting Officer within 15 calendar days from the end of the evaluation period. The ATRB will review the Contractor's Self Assessment and the performance monitors reports that have been submitted electronically to the portal at completion of each task order period of performance. The ATRB Chairperson recommends an award term to the TDO. The TDO makes the final decision and informs the CO of the earned award term period. If an extension is applicable, the CO issues a modification within 10 calendar days after receipt of the TDOs decision. If the TDO recommends that the Award Term not be awarded, the CO will provide written notification to the Contractor.

e. Award-Term Sessions. The Award Term Review Board will meet within 45 days after the end of the evaluation period. The ATRB shall consider the performance evaluation reports maintained on the portal and the written Self Assessment. The first

session will be held no later than the beginning of year two under the Base Period (**April 2008**). The second session will be held April 2011.

Attendees – ATRB, TDO, ATRB Recorder, and CO.

5.0 AWARD TERM PLAN CHANGE PROCEDURE

The TDO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by the mutual consent of both parties.

Annexes

1. Evaluation Criteria

ANNEX 1

EVALUATION CRITERIA

Technical Performance on Completed Tasks
Achievement of Subcontracting Goals (Large Business Only)
Accomplishment of Guaranteed Savings Goals

The above criteria will be evaluated on a pass/fail basis.

Technical Performance on Completed Tasks – The contractor's performance (as reported on the portal and CPARs) may not be rated below satisfactory on any completed task under the contract. This includes individual ratings on subfactors.

Achievement of Subcontracting Goals (Large Business Only) – The contractor must demonstrate that their proposed subcontracting goals have been met or exceeded. The SeaPort portal will be used a data source as well as the contractor's written self assessment.

Accomplishment of Guaranteed Savings Goals – The contractor has at a minimum met the proposed goals and can document real cost savings which have been realized by the Government in performance of this contract.

Ddl-J20 ATTACHMENT J.3 - VALUE ENGINEERING GUIDE

Navy Value Engineering Guide for Contractors

1. Introduction.

The Navy has revitalized its Value Engineering (VE) program based on direction from the highest levels within the Department. This renewed VE effort is evident in the annual VE savings goals and training requirements already promulgated throughout the Navy Contracting System. To monitor and enhance the effectiveness of this initiative, the achievement of VE objectives has been incorporated, where appropriate, into Navy personnel performance appraisals. The policy of realizing maximum VE application in Navy contracts is being implemented and carefully reviewed throughout all levels of the Department of the Navy. However, to ensure this program's success, the active support, cooperation, and participation of the contractor community is required. We strongly invite your interest and involvement in the VE program, and believe that the mutual benefits realized thereby will be readily apparent in the following overview of VE methodology and procedures.

2. Definitions, Policy and Procedures.

a. VE is a process of systematically analyzing functional requirements to achieve the essential functions in the most cost effective manner consistent with requisite performance, reliability/maintainability, and safety standards. It shares the same basic objectives and philosophy as other value improvement terms such as Value Analysis, Value Control, Value Management, etc. As a management discipline, VE has been successfully applied across the entire spectrum of the acquisition and support process. Its application is not and should not be limited by the term "engineering" to hardware design and production. VE is a fundamental approach which challenges even basic premises (including the need for the product's existence) in light of viable substitutes. Because of this perspective, VE may be applied to systems, equipment, facilities, procedures, methods, software and supplies. VE's application in these various areas has resulted in more suitable products, cost savings and increased profits to the contractors.

b. Contractors participate in the Navy VE program by two (2) means:

(1) Voluntarily suggest methods for performing more economically and share in any resulting savings. Known as the "incentive" approach.

(2) Comply with contract clauses which require a specific program be established to identify and submit to the Government methods for performing more economically. This requirement is incorporated as a separate priced line item of the contract and must meet minimum requirements of MIL-STD-1771. Known as the "Program Requirement" or "Mandatory" approach.

c. Basic policies for the VE program are set forth in FAR 48.102. Key features include:

(1) Agencies shall provide contractors a substantial financial incentive to develop and submit VECP's.

(2) Agencies shall provide contractors objective and expeditious processing of VECP's.

(3) Agencies shall encourage subcontractors to submit VECP's by requiring the prime to incorporate VE clauses in appropriate subcontracts.

(4) VE incentive payments do not constitute profit or fee within the limitation imposed by 10 U.S.C. 2036(d) and 41 U.S.C. 254(b).

d. VECP's can significantly increase profit. Contractors may share up to 55% of net savings, 50% of royalties and 20% of annual collateral savings when their cost reduction idea are adopted.

e. VE program output can be considerably improved through the formal training of the personnel involved. Such training is available on-site from private VE consultants and varies from straight classroom instruction to actual "hands-on" in-house VE projects guided by the instructor. This type of training may be tailored to the company's needs. The Government has two VE courses available. The "Contractual Aspects of VE" (CAVE), taught by the United States Air Force Institute of Technology School of Systems and Logistics at Wright Patterson Air Force Base; and the "Principles and Applications of VE" (PAVE), taught by the Army Management Engineering Training Activity at Rock Island. Both the CAVE and PAVE courses are open to Government contractor personnel on a space available basis and attendance is encouraged.

3. VE Methodology.

It is unnecessary for contractors to "reinvent the wheel" by making large investments of time/energy/money to develop formal VE analysis techniques. A formal methodology consisting of seven (7) distinct elements has already been developed, tested and proven in extended use over the years. This methodology (as shown in the DOD Manufacturing Management Handbook for Program Managers) may be applied from the component level up to and including entire systems. In specific cases, some elements may be considered "givens" and rigidly following the elements in sequence may not be necessary. These seven (7) elements are :

(1) VE Project Selection - The choice of system, service, hardware, component, requirement, etc., for VE application.

(2) Determination of Function - Analysis and definition of the function of the selected VE project to answer the question. "What does it do?" The function itself may be questioned (i.e., is it necessary?).

(3) Information Gathering - Collection and assembly of all necessary information concerning the VE item selected. Allows the VE personnel to become intimately familiar with the item while answering the questions, "What does it cost?" and "What is this function worth?"

(4) Development of Alternatives - Perhaps the most important element of the seven. Where an alternative is being sought, the use of free imagination, tempered with experience, will develop the best ideas. In initial "brainstorming" sessions, all ideas, even the wildest, should be duly recorded and considered. Don't constrain yourself to a conservative approach at this time. This element will provide an answer to the question, "What else can perform this function?".

(5) Analysis of Alternatives - Through this analysis, it is possible to "weed out" those ideas which appear technically or financially unfeasible. This analysis permits the selection of an alternative(s) for further feasibility testing based on the resulting cost estimates. This element answers the question, "What is the cost of the alternative(s)?".

(6) Feasibility Testing and Function Verification - Determines that the selected alternative(s) can perform the required function and are technically feasible. A variable alternative must provide the essential functional performance and be capable of being implemented. This element provides answers to the questions, "Are the alternatives technically feasible?" and "Does the alternative provide the essential function?".

(7) Preparation and Submission of Proposals - The final section, documentation and formal VECP preparation of the alternative. The VECP must be prepared and submitted in accordance with the requirements of the contract.

Additional detailed guidance in utilizing formal VE methodology may be found in DOD Handbook 5010.8-H "Value Engineering" as well as in courses called out in paragraph 2e above.

4. Sharing Mechanisms.

VE shall be implemented in Navy contracts by clauses identifying either the "incentive" or "mandatory" methods discussed in paragraph 2b above. The following table summarizes possible sharing arrangements under the different methods and by type of contract.

GOVERNMENT/CONTRACTOR SHARES OF NET ACQUISITION SAVINGS
(figures in percent)

Sharing Agreement

Incentive (Voluntary)		Program Requirement (Mandatory)		
Contract Type	Instant contract rate	Concurrent and future rate	Instant contract rate	Concurrent and future rate
Fixed-price (other than incentive)	50/50	50/50	75/25	75/25
Incentive (fixed-price or cost)	*	50/50	*	75/25
Cost-reimbursement (other than incentive)	75/25	75/25	85/15	85/15

*Same sharing arrangements as the contract's profit or fee adjustment formula.

**Includes cost-plus-award-fee contracts.

A contractor may be entitled to share in VE savings in two (2) different ways. The first results from savings on the acquisition of the product. Acquisition savings may accrue on your current contract, on other concurrent contracts where the VECP savings applies and on future contracts which incorporate the VECP. The other type of savings is collateral savings. Collateral savings are those in any other area such as logistics support, operations or other ownership savings which accrue to the Government as a result of accepting a VECP. The contractor is entitled to share in both acquisition savings and collateral savings. The extent of the sharing and types of savings shared are to be negotiated on a case-by-case basis depending on the nature of the VECP and subject to the sharing limits of the above table.

TABLE A

PAST PERFORMANCE INFORMATION							
[illegible]	Contract No.	Prime or Sub	$ Value	Date Completed	*Performance Zones To Be Considered In	Mission Areas For Which Function Was Performed http://www.seaport.navy.mil/activities/mission_areas.doc	Government POC (Phone Number)
Functional Area (SOW 3.1-3.22	[redacted]						
3.1 R&D Support							
3.2 Engineering Support							
3.3 Modeling							
3.4 Prototyping							
3.5 System Des Doc/Tech Data							
3.6 Software							
3.7 RM&A							
3.8 HF Engineering Support							
3.9 System Safety							
3.10 CM Support							
3.11 QA Support							
3.12 IS/IA/IT							
3.13 Ship Inactivation/Disposal							
3.14 Interoperability/T&E/Trials							
3.15 Measure Facilities/Ranges							
3.16 Acquisition Logistics							
3.17 Supply & Provisioning							
3.18 Training							
3.19 In-Service Eng							
3.20 Program Support							
3.21 Administrative Support							
3.22 Public Affairs							

* To be considered in one or more of the Seven (7) Zones the Offeror must have or had a prime contract **or subcontract** or currently have a local office staffed by the prime or a sub in the Zone or Zones.

TABLE A

WORKFORCE QUALIFICATION								
	Degree/ Functional Area Proposed	**School**	**Discipline**	**Proposed Position**	**Contingent Employee (Yes or No)**	**Employer/ Location**	**Brief Description of Experience Relevant To Functional Area Within Past 3 Years**	**Minimum Company Qualifications to Hold Position**
NAME								

SUMMARY OF FILL INS

CLIN 1000-1999	UNIT PRICE $_____	MAX AMOUNT $_____
CLIN 4000-4999	UNIT PRICE $_____	MAX AMOUNT $_____
CLIN 7000-7999	UNIT PRICE $_____	MAX AMOUNT $_____

Applicable Zones _____

Base Period Maximum Amount $_____
Award Term 1 Maximum Amount $_____
Award Term 2 Maximum Amount $_____

Cost Saving (Clause H.10)

____% Year 2
____% Year 3
____% Year 4
____% Year 5
____% Year 6
____% Year 7
____% Year 8
____% Year 9
____% Year 10
____% Year 11
____% Year 12

Volume Discount

Threshold of $_____
Discount of ____%

Maximum Pass Through ____%

Maximum Escalation Rate ____%

Maximum Fee Rate ____%

LARGE BUSINESS ONLY

Subcontracting Goals (% of total obligated dollars over the life of the MAC)

Category	Goal
Small Business Overall	
Small Disadvantaged Business	
Women-Owned Small Business	
HUBZone Business	
Service Disabled Veteran-Owned Small Business	