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**SECTION B SUPPLIES OR SERVICES AND PRICES**

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
-----				
4000	SEE FAR 16.306(d)(2) Provide services for U.S. Marine Corps Diving, Parachute, and Life Support Systems, per Section C, Statement of Work and Contract Data Requirements List (CDRL). (OTHER)	61570.0 LH		
4001	AWARD TERM 1 SEE FAR 16.306(d)(2) Provide services for U.S. Marine Corps Diving, Parachute, and Life Support Systems, per Section C, Statement of Work and Contract Data Requirements List (CDRL). (OTHER) Option	61570.0 LH		
4002	AWARD TERM II SEE FAR 16.306(d)(2) Provide services for U.S. Marine Corps Diving, Parachute, and Life Support Systems, per Section C, Statement of Work and Contract Data Requirements List (CDRL). (OTHER) Option	61570.0 LH		
4003	AWARD TERM III SEE FAR 16.306(d)(2) Provide services for U.S. Marine Corps Diving, Parachute, and	61570.0 LH		

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Life Support  
Systems, per  
Section C,  
Statement of Work  
and Contract Data  
Requirements List  
(CDRL). (OTHER)  
Option

4004 AWARD TERM IV 61570.0 LH  
SEE FAR  
16.306(d)(2)  
Provide services  
for U.S. Marine  
Corps Diving,  
Parachute, and  
Life Support  
Systems, per  
Section C,  
Statement of Work  
and Contract Data  
Requirements List  
(CDRL). (OTHER)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Other Direct Cost required to perform effort under CLIN 4000. Material/Shipping (OTHER)	1.0 Lot	
6001	AWARD TERM I Other Direct Cost required to perform effort under CLIN 4001. Material/Shipping (OTHER) Option	1.0 Lot	
6002	AWARD TERM II Other Direct Cost required to perform effort under CLIN 4002. Material/Shipping (OTHER) Option	1.0 Lot	
6003	AWARD TERM III Other Direct Cost required to perform effort under CLIN 4003. Material/Shipping (OTHER) Option	1.0 Lot	

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6004    AWARD TERM IV                    1.0 Lot  
      Other Direct Cost  
      required to  
      perform effort  
      under CLIN 4004.  
      Material/Shipping  
      (OTHER)  
      Option

It is anticipated that a Cost Plus Fixed Fee, Award Term contract will be awarded as a result of this solicitation. See FAR 16.306(d)(2). The incumbent is General Dynamics. The regional area for place of performance is ZONE 4.

Questions and comments must be submitted via the Questions and Answer module in Seaport within 25 calendar days after issuance of this solicitation. In the event the Seaport system is not available or is experiencing technical difficulties, offerors shall notify the cognizant Government Contract Specialist, Don Bickford, by email at donald.bickford@navy.mil.

The contractor shall provide the name, telephone number, and email address of their DCAA representative and each subcontractor.

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### STATEMENT OF WORK FOR U.S. MARINE CORPS DIVING, PARACHUTE, AND LIFE SUPPORT SYSTEMS

#### SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) Code E13 is the In Service Support Agent (ISSA) for the United States Marine Corps (USMC) Raids and Reconnaissance Parachute, Diving Life Support Systems, Close Quarter Battle Equipment (CQBE), and a depot for reconnaissance support equipment. As such, NSWC PCD Code E13 has a requirement to support various USMC reconnaissance programs at headquarters (HQ) and subordinate command locations CONUS and OCONUS for Marine Expeditionary Forces (I MEF), (II MEF), (III MEF) Expeditionary Warfare Training Groups (EWTG) Atlantic, EWTG Pacific, and all reconnaissance reserve forces. This Statement of Work (SOW) identifies non-personal technical support requirements needed to support systems and equipment which include, but are not limited to:

- Parachutists High Altitude Oxygen System (PHAOS)
- Parachutists Individual Equipment Kits (PIEK)
- Special Application Parachute Systems (SAPS)
- Multi-Mission Parachute System (MMPS)
- MC-5, MC-6, MC-7, SF10, and SF10A Parachutes
- Parachutists Airborne Capability Enhancement (PACE)
- Aerial Delivery Systems
- Cypress Automatic Activation Device (AAD)
- Diver Propulsion Device (DPD)
- Standard Navy Double Lock (SNDL) Recompression Chamber
- Chamber Air and Oxygen Systems (CAOS)
- Rapid Deployable Oxygen Transfer Pump System (RDOTPS)
- Oxygen Transfer Pump Assembly (OTPA)
- Transportable Recompression Chamber System (TRCS)
- Expeditionary Hyperbaric Chamber System (EHCS)
- MK 25 Mod 2 Underwater Breathing Apparatus (UBA)
- Secumar Life Vest
- Diver Diesel Portable Air Compressor
- Self-Contained Underwater Breathing Apparatus (SCUBA)
- Marine Operational Suit (MOS) Dry Suit
- Dry Weapons Bag Recon
- Dry Weapon Bag Variet
- Dry Backpack
- Combat Divers Full Face Mask (CD FFM)
- Associated hoses, gauges, relief valves, and test equipment associated with parachuting and diving

#### APPLICABLE DOCUMENTS

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The following documents, of the exact issue shown, shall be used as guidance in executing this SOW to the extent specified herein. In the event of conflict between the documents referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. Military specifications and standards are available at <http://assist.daps.dla.mil/quicksearch/>

## **2.1 Military Standards**

- a) MIL-STD-961C Military Specifications and Associated Document, Preparation of

## **2.2 Military Specifications**

- a) MIL-DTL-31000C Technical Data Packages, General Specifications For

## **2.3 Other Documents**

- a) CSS-2530-DW-002 Construction Specification for Diver Life Support Systems
- b) DODINST 5000.2 Defense Acquisition Program Procedures
- c) USMC SG-1A USMC Style Guide (October 1987)

## **REQUIREMENTS**

The contractor shall provide administrative and technical support for USMC Diving and Life Support Equipment. The contractor shall provide appropriate support necessary to complete the tasks outlined in this statement of work.

### **3.1 Technical Services Support**

#### **3.1.1 Program Management Support (CDRL A001 & A002)**

The contractor shall provide on-site ISSA technical support for the maintenance, refurbishment, repair, assembly, and testing of USMC Parachuting and Diving Oxygen Life Support Systems and Equipment at NSWC PCD and at the contractor facility. The contractor shall support the NSWC PCD Program Manager using the PBMS-Lite, CM Pro, Corporate Data Base (CDB), and ILSMS systems for tracking the programmatic aspects and funding of all supported USMC systems and equipment. The contractor shall prepare technical reports and presentations as required (approximately two per month). The contractor will be responsible for tracking, scheduling, completing, and logging all oxygen cleaning certifications, testing requirements, and material certification data supplied with these components. The contractor shall provide technical support to the Program Manager by shipping and receiving of parts and equipment to support fielded equipment.

#### **Materials Ordered (CDRL A003)**

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The contractor shall document that the supplies, materials, and parts ordered to meet the specified documentation requirements for parts used in certified USMC Diving and/or Life Support Systems. The contractor shall also catalog, bar code, and maintain inventory levels as outlined within the depot requirements for inventory control. The contractor shall verify that the supplies, materials, and equipment meet NSWC PCD documentation requirements. The contractor shall compare materials ordered against drawing requirements, recording areas of non-conformance for supplies, materials, and equipment. The contractor shall verify and ensure all applicable testing requirements have been met in accordance with all drawings. (See paragraph 3.4 Inventory Management Support, for associated detailed requirements.)

### **3.2 Assembly and Refurbishment Support**

The contractor shall disassemble and assemble, refurbish, test, troubleshoot, and document systems in accordance with the Government furnished technical documentation. The contractor shall disassemble, pre-clean, repair, re-assemble, test, troubleshoot, and document approximately 56 OTPA, 60 RDTOPS, and 6 systems of TRCS oxygen and air charging flasks, and 6 standard Navy Double Lock Chamber Flask Systems on a rotational basis, as required. The contractor will travel, as required, to ensure proper installation and testing of these systems (see paragraph 3.7, Travel). (CDRL A004)

### **3.3 PACE, PHAOS, CYPRESS AAD, PIEK, UBA, and DPD Technical Support**

The contractor shall provide technical support for the inventory and database management of approximately 5000 each assorted parachute systems and associated parts, with and without oxygen; 1050 each MK 25 Mod 2 UBAs; 208 each DPDs; 1500 each AADs; 6 each SNDL; and 6 each TRCS (one of which will remain at NSWC PCD). The contractor shall maintain a rotatable pool of equipment that is certified and tested “ready to go” with up-to-date maintenance and applicable testing requirements completed. With the exception of parachutes, the contractor will ensure that serial numbers and manufacture dates are within specifications prior to shipping and that the material data reports are up-to-date. The contractor shall assist, when required, with all in-water testing of the USMC DPD, to exclude the actual diving of, but including all topside support needed to carry out testing, repair, and troubleshooting as required. (CDRL A004)

### **3.4 Inventory Management Support (CDRL A005)**

#### **3.4.1 Purpose**

The contractor shall provide inventory management support for the management and issue of PIEK, MC-5 (parachutes for unmanned parachute systems), parachute repair, inspection, and vacuum packing; and DPD refurbishment, testing, and maintenance. The contractor shall also provide inventory and database management support for combat raids and reconnaissance craft and multi-fuel burning outboard craft. The contractor will perform the following warehouse functions:

- Receipt, distribution, and inspection
- Storage and material handling
- Preparation, packaging, and shipment
- Supply control records
- Maintenance
- Preliminary data collection and reporting

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Issuing materials

### 3.4.2 Functions

The contractor shall be responsible for all functions required to provide inventory management support, as follows:

**Receiving.** The contractor shall receipt for and unload incoming Government-furnished material and shall move the incoming material into the receiving area of the storage facility. The contractor is authorized to operate Government-furnished vehicles as necessary.

**Incoming Inspection.** The contractor shall inspect all incoming material to identify and verify the quantity of materials received and inspect the condition of the material. The contractor shall record and report to the Government Program Manager or a designated representative when receiving discrepancies such as incorrect or damaged materials. Obvious damage shall be noted by the contractor on the delivery document at the time of delivery as appropriate.

**Material Identification and Marking.** The contractor shall mark incoming material with sufficient detail as to relate the requisition number, contract number, contract nomenclature, CLIN, serial number, part number, and National Stock Number (NSN), as appropriate.

**Issue.** The contractor shall issue material to authorized recipients in accordance with Government furnished information. The contractor shall remove requested material from bin/storage area and issue or stage for shipment or transportation, as required. Accurate records of all issue transactions shall be retained by the contractor and copies shall be provided to the receiving activity as appropriate.

**Points of Contact.** The contractor shall designate and provide to the Government Program Manager or designated representative in writing a point of contact for performing emergency packaging, shipping, and/or receiving material or equipment beyond the normal hours of 0700 to 1600 on weekdays, and 24 hours on Saturdays, Sundays, and holidays.

### 3.4.3 Physical Plant Requirements

The contractor will not be responsible for storing Classified material. During daily operations, the contractor shall monitor the Government facilities at all times for conformance to all local building ordinances and applicable municipal, state, and federal regulations. For contractor performance of duties each Government facility shall :

Have fire protection that complies with all applicable Navy, Federal, state, and local regulations for general storage.

Be equipped with a standard electronics intrusion detection system in the warehouse area.

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Be environmentally controlled; i.e. capable of maintaining 68°F-74°F year round with a humidity indicator system.

The flooring shall be sealed concrete and be capable of handling standard forklift and truck weight limits.

The warehouses shall be equipped so as to be suitable for safe egress and ingress of loading trucks and material handling equipment.

#### Storage and Material Handling:

The contractor shall provide personnel to ensure that all items are properly protected and stored.

Storage of material and equipment shall be in accordance with procedures approved by the government program manager or designated representative.

The contractor shall arrange all items in safe and protective storage in a manner to facilitate stock control, physical inventory, issue, and security.

Highly pilferable items (as identified by the government program manager) shall be safeguarded and controlled.

The contractor shall be responsible for all material handling within the storage facility and incident to receiving into and shipping from the facility. The contractor shall be responsible for the safe operation of all material handling equipment, and be properly trained and licensed by their company to operate the equipment (i.e. forklifts, etc.).

#### Preparation and Shipment

The contractor, in response from the Government Point of Contact, shall package all material to be shipped commercially to a level of protection consistent with commercial packaging. Material to be shipped via government transportation will be packaged in tri-wall containers or other suitable containers to meet military transportation requirements. The contractor will furnish marking instructions for each shipment.

Material shipments to both CONUS and overseas destinations will be required. The contractor shall be responsible for interfacing with shipper as required, and documenting and transporting to the shipping point all material shipments from the storage facility. Shipments are to be made by the most cost effective means to meet the required delivery date, as determined by the government program manager or designated representative.

The contractor is authorized to operate Government-furnished vehicles and equipment in performance of this SOW which include forklifts, trucks and golf carts.

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### **3.4.4 Supply Control Records**

The contractor shall establish and maintain a system of material control records. These records shall reflect a running account of material status from initial request to final disposition, and all such records shall be retained by the contractor. All material transactions shall be readily identifiable to the respective requisition numbers and job orders.

The contractor shall prepare and use these material disposition and control forms and records specified by the authorized agent.

The contractor shall maintain requisition files, which shall contain material and equipment transaction records affording an audit trail from initial request to final disposition of material and equipment. The technical files and records generated in the performance of this contract shall be maintained by the contractor for the duration of the contract and be regarded as Government property, and returned to the Government at expiration of the contract.

The contractor shall develop, follow, and maintain relevant written procedures for detailed examination and technical review of all material transactions and related documents. The procedures shall be subject to review and approval by the government program manager or Task Order Manager (TOM), and shall cover the following, at a minimum:

- Assignment of responsibilities for detailed examination, review, and approval of documents.

- Procedural flow of documentation.

- Check lists to be used in detailed examination review and approval of documents.

- Method of ensuring timely response to requests for status reports, and follow-up action.

- Methods for providing ready detection of discrepancies and timely, positive, corrective action.

The supply management and control records shall be secured by the contractor in a manner to preclude unauthorized access to the files. A list of Government personnel authorized access to the files will be provided to the contractor by the government program manager within 30 days after award.

### **3.5 Dive Locker Technician Support**

The Contractor shall provide on-site support for Senior Dive Locker Technician(s) qualified as a military dive supervisor. The technician(s) shall also be certified as MK 25 Mod 2 Underwater Breathing Apparatus (UBA) technician(s). Dive locker technician(s) shall be available to support Dive Lockers at USMC Systems Command (MARCORSYSCOM) in Quantico, VA, and other locations as necessary. (CDRL A004)

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### **3.6 Status Report (CDRL A006)**

The contractor shall deliver a monthly status report to the cognizant program manager, PCO, and technical point of contact that identifies contractor personnel working on the effort by labor category, hours expended, funds expended, work performed, accomplishments, percent completed, problem areas, meetings, and milestones.

### **3.7 Travel**

Travel may be required to the following locations in the performance of tasking under this SOW: Deland, FL; Coolidge, AZ; Pennsauken, NJ; Santa Anna, CA; Marathon, FL; Greenport, NY; Daytona, FL; Natick, MA; Las Vegas, NV; Orlando, FL; Norfolk, VA; Twentynine Palms, CA; Saanichton, Canada; Reno, NV; New Orleans, LA; Sydney, Australia; Yuma Proving Grounds, Yuma, AZ; Willimasburg, VA; Camp Pendleton, CA; Camp Lejeune, NC; Mobile, AL; Okinawa, Japan; Alameda, CA; Kaneohe Bay, HI; San Antonio, TX; Smyrna, GA; Albuquerque, NM; Juliet, IL; Ft. Lee, VA; Quantico, VA; San Diego, CA; Coronado, CA; Virginia Beach, VA; Little Creek, VA; Dam Neck, VA; and other locations as necessary to support program requirements. The number of trips to each destination specified above may be varied as program requirements dictate, provided that the total estimated travel cost is not exceeded. However, under no circumstances may the contractor travel to a destination other than one of those specified above without the expressed written consent of the Contracting Officer.

## **4.0 GOVERNMENT FURNISHED PROPERTY**

### **4.1 Government Furnished Equipment**

The Government shall provide all facilities and equipment to be managed by the contractor. The contractor shall have access to Government facilities during normal business hours 0700 to 1600 Monday through Friday (excluding federal holidays). When required to transfer equipment from Government to contractor and return, a DD Form 1149 shall be utilized to ensure complete control of the transfer of government property.

### **4.2 Government Furnished Information**

Documents listed in this SOW, Section 2.0, are available to the vendor. The Government will also provide the contractor with receipts and cleaning documentation necessary to complete this task when required. The contractor shall return all GFI upon completion of the task order. Additionally, the contractor shall be provided access to the logs, manuals, and files required for performance of SOW. Access is required for: CMPro®, PBMS-Lite, and any other databases as required by the Government.

## **5.0 DELIVERABLES**

All data deliverables shall be accomplished in accordance with the schedule as specified in the attached Contracts Data Requirements list (CDRL), DD Form(s) 1423-2, Exhibit A.

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## **6.0 PERIOD OF PERFORMANCE**

The period of performance shall be for one year from date of issuance of the order. Four follow-on award terms may be executed for satisfactory performance at the Government's discretion.

## **7.0 SECURITY**

This task is UNCLASSIFIED. All documents prepared under this task order shall be UNCLASSIFIED.

## **8.0 DISTRIBUTION LIMITATION STATEMENT**

Technical documents generated under this task order shall be marked with the following Distribution Limitation Statement on the cover and title page (if any):

**DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DoD CONTRACTORS ONLY; ADMINISTRATION OR OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO NAVAL SEA SYSTEMS COMMAND (CODE SEA 05P9), WASHINGTON D.C. 20362.**

**DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7, OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.**

## **9.0 RELEASE OF INFORMATION**

All technical data provided to the contractor by the government shall be protected from public disclosure in accordance with the marking contained thereon. All other information relating to items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising, or any other proposed public release. The contractor shall provide adequate physical protection of such information so as to preclude access to any person or entity not authorized such access.

## **10.0 PERFORMANCE BASED REQUIREMENTS**

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance period (base or option) during the order or sooner, if required, to correct less than satisfactory performance.

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## **SECTION D PACKAGING AND MARKING**

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center Panama City Division as specified in the attached Quality Assurance Surveillance Plan (QASP). All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000/6000	7/1/2010 - 6/30/2011
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The periods of performance for the following Terms are as follows:

4001/6001	7/1/2011 - 6/30/2012
4002/6002	7/1/2012 - 6/30/2013
4003/6003	7/1/2013 - 6/30/2014
4004/6004	7/1/2014 - 6/30/2015

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## SECTION G CONTRACT ADMINISTRATION DATA

The PCO is:

TBD at Contract Award  
Code B32  
110 Vernon Avenue  
Panama City, FL 32407

### The Contract Specialist is:

Don Bickford  
Code B32  
110 Vernon Avenue  
Panama City, FL 32407  
[donald.bickford@navy.mil](mailto:donald.bickford@navy.mil)  
850-636-6153

### Task Order Manager

TBD at Contract Award

### EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis. When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order. Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

### Invoicing Instructions

#### NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.



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Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:
TBD

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or [june.fordham@navy.mil](mailto:june.fordham@navy.mil). The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or [colette.hazard@navy.mil](mailto:colette.hazard@navy.mil).

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### 1.0 NAVSEA 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 is estimated to be 61570 total technical labor hours of direct labor per labor year, 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 labor hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hour)] labor 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 (except as provided in paragraph (j) below), 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 195 labor hours per week. It is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total labor 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 labor hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the 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 Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total labor 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 Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee (Required LOE - Expended LOE)

Fee Reduction = -----

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

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perform the work until the total number of labor 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 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 labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor 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 labor hours up to five percent in excess of the total labor 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.

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**2.0 ACCESS TO GOVERNMENT FACILITIES**

Contractor personnel will require access to Government buildings, during normal working hours (Mon-Fri 0700-1600) and possibly on weekends during periods of high productivity, always under government oversight. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the Mr. Jeffrey Kempton 850 230-7146, within 3 days of award.

Access procedures will be provided to the contractor after award.

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**3.0 CHANGES IN KEY PERSONNEL**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

(1) An explanation of the circumstances necessitating the substitution;

(2) A complete resume of the proposed substitute;

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(3) The hourly rates of the incumbent and the proposed substitute;

(4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and

(5) 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.

(c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

**POST AWARD CONTRACTOR PERSONNEL APPROVAL**

(a) Requests for post award approval of additional and/or replacement key and non-key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

(d) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

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**4.0 TECHNICAL GUIDANCE**

**NAVSEA 5252.242-9115----TECHNICAL INSTRUCTIONS (APR 1999)**

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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**5.0 AWARD TERM CLAUSE**

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum

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of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the services (solely determined by the Government).
3. The Government has funds for the services.

For each year of the order, contractor performance is evaluated using the Quality Assurance Surveillance Plan (QASP) and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Quality Assurance Surveillance Plan" and referenced in the "Award Term Plan".

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## 6.0 AWARD TERM PLAN

The Government will assess the quality of the Contractors performance as follows:

### **a. Evaluation Criteria and Ratings are contained in the attached Quality Assurance Surveillance Plan (QASP) in Section J.**

The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

**c. Evaluation Period.** The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described below.

**d. Personnel.** The Government evaluation team will be as specified in the QASP.

**e. Interim Evaluations.** An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

**f. End-of-Period Evaluations.** No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

**g. Award-Term Incentive Determination.** As stated above, the contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If

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the incentive has been earned, then the Contracting Office will issue a modification to grant the award term extending the period of performance of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

**h. Changes to the Award-Term Plan.** This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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## 7.0 SECURITY

This task is UNCLASSIFIED. All documents prepared under this task order shall be UNCLASSIFIED.

## 8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this task order shall be marked with the following Distribution Limitation Statement on the cover and title page (if any):

**DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DoD CONTRACTORS ONLY; ADMINISTRATION OR OPERATIONAL USE; (DATE). OTHER REQUESTS FOR THIS DOCUMENT SHALL BE REFERRED TO NAVAL SEA SYSTEMS COMMAND (CODE SEA 05P9), WASHINGTON D.C. 20362.**

**DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7, OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.**

## 9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the government shall be protected from public disclosure in accordance with the marking contained thereon. All other information relating to items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the authorized representative of the contracting officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any person or entity; publication of technical or scientific papers; advertising, or any other proposed public release. The contractor shall provide adequate physical protection of such information so as to preclude access to any person or entity not authorized such access.

## 10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for satisfactory or better performance is contained in the order (award term provisions). The Government Technical POC will report the quality of performance to the PCO not later than 45 days prior to the completion of each performance

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period during the order or sooner, if required, to correct less than satisfactory performance.

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**NSWCPC - H07 INFORMATION SECURITY REQUIREMENTS**

**a. Controlled Unclassified Information (CUI):**

Controlled unclassified information (CUI) is official information that requires the application of controls and protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts.

CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 12958, as amended, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

**b. Minimum Requirements for Access to Controlled Unclassified Information (CUI):**

Prior to access, contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or contractor entity representative to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

**c. Minimum Protection Requirements for Controlled Unclassified Information (CUI):**

Contract deliverables taking the form of unclassified limited-distribution documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, shall not be posted on a publicly accessible web server or electronically transmitted via E-Mail unless appropriately encrypted.

**Labor Escalation Clause**

The Government will pay all allowable and allocable reimbursable cost except for any amount that exceeds the capped labor escalation rate identified in the contractor's basic Seaport contract. The contractor shall adhere to their proposed capped escalation factor under contract TBD% for all billing unless their actuals are a lower rate. If the actual factor is lower, then they shall bill at the lower factor.

**CAPPED RATES**

The Offeror shall apply realistic rates that do not exceed the maximum capped rate contained in the basic contract. The offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

**MATERIAL REQUIREMENTS**

All material purchased shall require approval prior to the procurement of the material items. The Contractor shall provide the cost or price analysis which establish the reasonableness of the material requirement request/recommendation. Material purchases below \$3,000.00 shall require TOM approval, purchases above \$3,000.00 shall have TOM concurrence prior to being submitted to the PCO for approval.

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## **SECTION I CONTRACT CLAUSES**

**All Clauses in the basic contract are applicable**

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## **SECTION J LIST OF ATTACHMENTS**

Attachment J.1 Contract Data Requirements List DD Form 1423-2 4 Pages

Attachment J.2 Personnel Qualifications 2 Pages

Attachment J.3 Quality Assurance Surveillance Plan 10 Pages

Attachment J.4 Cost Summary Format 2 Pages

Attachment J.5 Supporting Cost Data 1 Page

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## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

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## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

#### TYPE OF ORDER

The Government contemplates award of a single task order with a Cost-Plus-Fixed-Fee pricing arrangement that includes a 12-month period of performance with 4 award incentive periods of 12 months each, for a total performance period of 60 months if all award terms are awarded.

#### 52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (MAY 2001)

This clause is included in the basic contract and applies to this order with the following exception:

In lieu of (f) Contract Award, the following applies to this order.

#### (f) Task Order Award

(1) The Government intends to award a Task Order resulting from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government in accordance with the selection criteria identified in Section M of this 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 Task Order based upon initial proposals. 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. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the Government may contact any, all, or a limited number of Offerors with questions concerning their responses as permitted under FAR Part 15.

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

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

(7) 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.

(8) A cost realism analysis will be performed and will be considered in evaluating performance or risk.

(9) Task Order award will be made in accordance with clause H-5 TASK ORDER PROCESS.

#### ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.

##### 1.0 GENERAL

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions should be submitted via the SEAPORT-e Portal within 10 calendar days after issuance of this solicitation.

In order to allow for procurement lead time and a fair and equitable evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a task order start date of 90 days after closing of solicitation. This date is only an estimate of the anticipated task order start date and will be used for the purpose of

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proposal evaluation only. A definitive task order performance start date will be incorporated into the Task Order award document.

## 2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted electronically via the SEAPORT-e Portal. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all offerors must comply with the solicitation instructions for content of the proposals. Proposals that do not comply with these instructions may be considered non-responsive and may render the offeror ineligible for award. Proposals shall be limited to the submissions requested.

## 3.0 PROPOSAL CONTENT

### 3.1 Legal Offer

### 3.2 Written Technical Proposal

### 3.3 Personnel Qualifications

### 3.4 Past Performance

### 3.5 Cost Proposal

## 4.0 DETAILED INSTRUCTIONS FOR EACH PROPOSAL SECTION

4.1 Legal Offer – The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions of the solicitation. The offer consists of and must include the following:

4.1.1 Cover Letter – The proposal shall include a cover letter that identifies 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. It shall state that proposal validity is valid through 90 days.

4.1.2 Section B – Complete all pricing

4.1.3 Section G – Complete Level of Effort (LOE), separately identifying compensated and uncompensated hours for all hours (prime, subcontractor, and consultant)

4.1.4 Section H – Mandatory Requirements as specified herein – address and/or certify how each of the mandatory requirements are met.

4.1.5 Section K – See information above in Section K – Representations, Certifications, and Other Statements of Offerors.

### 4.2 Technical Proposal

#### 4.2.1 – General Guidance

The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 30 pages except that additional pages will be allowed for matrices.

Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

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In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

#### 4.2.2 – Technical Competence and Understanding

The offeror shall demonstrate an understanding of the requirements contained in the Statement of Work (SOW) as well as an understanding of U.S. Marine Corps diving, parachutes, and life support systems. The offeror shall provide an annotated Plan of Action and Milestones (POA&M) schedule and spend allocation plan for the SOW period of performance.

#### 4.2.3 Transition Plan, Facilities and Resources

Of specific interest are the areas of personnel, including workforce location, and work product quality. Offerors should address how their management and project staff will be established; how their technical and contract administration interface with NSWPCD will be established; how the Offeror will assume responsibility for support of current programs without discontinuity of work flow or loss of integrity of the programs' current operation; and what services, support, or other items will be required from the Government to facilitate the transition. The Transition Plan shall be consistent with the Offeror's technical and cost proposal, as well as the personnel staffing portion of the proposal. A schedule shall be included that shows key milestones. The Offeror shall describe the buildings, equipment, software and communications facilities and resources which will be applied to performance of the order and describe how the proposed facilities/resources support the requirements specified in the Statement of Work.

4.2.4 Risk Identification and Mitigation. It is the Government's intent to assess performance risk for each factor and sub factor. Offerors shall specifically identify area(s) within their technical proposal where risk is present and identify what steps they will take to mitigate this risk to ensure fully successful performance.

4.2.5 Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting agreements proposed to fulfill any direct charged part of the task order shall be provided. It shall be signed by both the Offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (key/non-key/support) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal. This documentation is not to be included in the technical proposal page limitation.

### 4.3 – Personnel Qualifications

#### 4.3.1 – General Guidance

Resumes shall not exceed 2 pages in length. Offerors may supplement each 2-page resume with information that sets forth work experience and qualifications that are directly related to this requirement. Attachment J.1 lists the desired qualifications for Key Personnel for this effort. It is provided as a guide to notify Offerors of the types of experience and training that the Government considers important to successfully execute the task order. The caliber of personnel set forth is intended to be a guideline and is intended to assist the Offerors in selecting personnel capable of performing the tasks required under this solicitation. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates the ability of proposed personnel to satisfactorily fulfill the task order requirements. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person.

If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

4.3.2 Key Personnel Resumes – Resumes for the following number of full-time equivalents are required and shall contain the following information:

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Years of Experience

Name/Current Position/Title/Company

Educational and professional development history

Chronology of professional experience with emphasis on SOW-related experience.

Current level of security clearance

4.3.3 – Matrix for Personnel Resumes – Offerors are to provide the following information for all resumes submitted with the offer.

CONTRACT LABOR CATEGORY	NUMBER OF RESUMES	SOW PARAGRAPH
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(OFFERORS TO INSERT INFORMATION)

4.3.4 – Staffing Plan – The Offeror shall provide a matrix (key and non-key personnel) demonstrating how the proposed personnel shall support task areas described in the SOW with their man-year allocation. Include name, company name, years with the company, primary work location, contract labor category, years of applicable professional experience, percent of time proposed, proposed task area assignments, level of security clearance, resume page number (if applicable). The offeror shall describe their proposed organizational structure and the responsibilities of proposed individuals for whom a resume has been submitted. The offeror shall describe the breadth and depth of its corporate knowledge base as it applies to this requirement and the ability to bring this corporate knowledge to bear on the tasks covered by the SOW. Do not provide any information that would violate the Privacy Act. Address the plan for providing the resources for achieving full operational capability within 45 days of award (transition period).

4.4 – Past Performance

The Offeror will provide at least three past performance references that reflect recent relevant experience performed within the last five years that demonstrate the ability to handle the scope and breadth of the SOW for this task order. Include contract/task order number, contract type, program name, total contract cost, short description of work performed, how the work is relevant to this task and names and valid telephone number and email and mail address for the Procuring Officer (PCO), the Contracting Officer Representative (COR)/Task Order Manager (TOM), and Program Manager. The Government may also use other information such as Award Fee data and CPARS/PPIRS data available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. Large Business Concerns that submit a proposal in response to this solicitation shall also provide their Small Business Goals and actual accomplishment against said goals for the past performance references provided. If subcontracting is proposed for the subject task order, past performance references where the Offeror has served as a prime contractor with subcontractors would be of interest. If the offeror does not provide at least three performances references during the last five years, the offeror shall address this and provide a written narrative providing the detailed reasons for not providing at least three references.

Offerors that are classified as large businesses shall address how their subcontracting goals entered into the portal for this task order align with the goals in their basic contract.

#### 4.5 COST PROPOSAL REQUIREMENTS

4.5.1 – General Guidance

No technical information shall be submitted as part of the Cost Proposal. Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected. The cost data shall be organized as follows. These instructions apply equally to the prime contractor as well as proposed subcontractors/consultants.

The contractor shall provide the name, telephone number, and email address of their DCAA, DCMA representatives and for each proposed subcontractor.

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Cost Summary. Provide cost summary in the format of Attachment J.4, "Cost Summary Format", showing cost elements based on functioning formulas in a Microsoft Excel Format. This spreadsheet shall be divided into separate pages such that no information is provided in smaller than 10 characters per inch.

4.5.2 Supporting Cost Data. Provide supporting cost data as required in the format of solicitation Attachment J.3, "Supporting Cost Data". When the Offeror elects to claim FCCOM as an allowable cost, the Offeror must include DD Form 1861, Contract Facilities Capital Cost of Money. Narrative shall be attached to the Supporting Cost Data Table to describe derivation of labor rates and application of escalation, use of uncompensated overtime, pools to which indirect rates are applied, and historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the offeror within the past three years. Additional narrative, if necessary, may also be attached. If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy. Provide copies of any DCAA correspondence that approves proposed indirect rates. Identify the planned subcontract type for each subcontractor/consultant.

4.5.3 Direct Labor - Offerors shall base the hours of their Cost Proposals on the work years of technical and administrative labor shown in Attachment J. The exact level of support will be defined through incremental funding applied during the task order period of performance. The Government furnishes this estimate for the purpose of providing additional information to the statement of work to permit optimum response by Offerors and to allow a more timely and comparable evaluation of proposals. The agreed to key personnel level of effort will be specified in the award document, in accordance with the Section H, "Level of Effort" clause.

Note: Administrative labor includes such things as word processing, reproduction, library, financial, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, deliverable review and approval, etc. that are necessary to support the technical effort. The Offeror shall indicate the hours/amounts proposed for each of these proposed administrative functions, and any deviations to the proposed man year allocation.

4.5.4 Work year Estimate - The Government's estimate of effort is based on work years rather than labor hours. Offerors shall propose on the basis of their average work year; for example, one Offeror's work year of effort may equate to 1860 hours and another Offeror's work year may be 1920. A minimum of 1860 compensated regular hours per work year is required. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the task order.

4.5.5 FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hours worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, Offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated/uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the Offeror includes in the cost proposal.

4.5.6 Proposed hours shall be supported by a detailed breakout of an average work year for exempt and non-exempt employees in the following sample format:

Description	Exempt	Non-exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Sick Leave		
Subtract Other Paid Leave		

(e.g., Jury Duty, Military Leave, etc.)

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Subtotal – Net Compensated Hours

Add Uncompensated Hours

Total Hours per Work year

Note: it is noted that the proposed work year, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the Offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement.

4.5.7 Offerors shall provide the following work year information in narrative format:

- (A) List of Offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

4.5.8 Other Direct Costs. The Government's unburdened estimate for travel under this effort is listed below for Tasking specified in the Statement of Work. This fully burdened amount must be included in Section B of the offer for all applicable CLINs. The management of travel between Prime and any Subcontractors shall be described. Other ODC amounts proposed by an Offeror shall also be included for all applicable CLINs and these costs shall be itemized with written justification provided to support the proposed costs. In order for an expense category to be allowed as a direct charge under the resulting task order, it must be identified in the proposal and be reflected in the applicable CLIN/SLIN.

Unburdened Estimates

Technical Travel Amounts:

**----Period -----Total Travel**

Base (12 Months)-----\$75,000.00

TOTAL for 60 months-----\$375,000.00

Material / Shipping Amounts:

**----Period -----Material**

Base (12 Months)-----\$30,000.00

TOTAL for 60 months-----\$150,000.00

"Material" dollars are intended to cover items of expense directly associated with producing task order deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following task order award.

If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed to be reimbursed during task order performance. It is not acceptable for the prime contractor to include all travel and materials in their portion of the Cost Proposal if subcontractors or consultants will be used. Offerors shall note that the Realism Assessment will

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assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors.

Offerors are reminded that in accordance with the Basic Seaport contract, **ODCs are non-fee bearing.**

The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract. Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

4.5.9 Subcontracted costs. Each subcontractor shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. The contractor shall submit their proposal in Microsoft Excel format. The detailed information may be provided separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors shall submit their information directly to the Government via Seaport-e. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals. Subcontractors are required to provide the DCAA branch office for their company, along with the name, phone number and email address of a DCAA point of contact that is familiar with their company. The prime contractor is required to provide their analysis on the reasonableness of proposed subcontractor costs. (FAR 15.404-3)

4.5.10 Savings Initiatives. The Offeror is required to address cost savings initiatives, if any, proposed for this Task Order, and how these conform to the initiatives included in their basic contract. These are to include at a minimum, maximum pass thru rate; guaranteed savings; maximum escalation; and fee limitation.

4.5.11 Capped Rates. The Offeror shall apply realistic rates that do not exceed the maximum capped rate contained in the basic contract. The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order awarded as a result of this solicitation.

#### 4.6 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) The resulting order will be placed with an Offeror possessing a facility security clearance issued by the Defense Investigative Service at the required security level. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The government is not obligated to delay issuance of the order pending security clearance of any Offeror.

#### 4.7 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT (S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides Life Cycle Management (LCM) and Integrated Logistics Support (ILS) Program for AMCM systems. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime Offeror is required to provide the following information: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a brief description of the potential conflict; (3) the statement of work (or technical instruction) from the existing contract; (4) a mitigation plan for mitigating the conflict; (5) and any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists and the mitigation plan is acceptable. The Government may independently verify the information received from the Offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists and can be adequately mitigated based on any information received from any source.

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(c) The Offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which Offerors remain in the competitive range through the normal source selection process.

(e) If the Offeror determines that a potential organizational conflict of interest does not exist at any tier, the Offeror shall include a statement to that effect in its response to this solicitation.

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## SECTION M EVALUATION FACTORS FOR AWARD

### SECTION M EVALUATION FACTORS FOR AWARD

This Task Order is reserved for only those contractors in the Gulf Coast Zone, identified in section B of the Seaport E contract. Proposals from other contractors will not be considered. It is the intention of the Navy to award one cost type, level-of-effort task order for this requirement. Attention is directed to contract clause H-5, TASK ORDER PROCESS, Section C, Competitive Ordering Process, which provided that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M. The Government intends to evaluate proposals and award a task order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the basic contract, the Government may contact any or all or a limited number of awardees with questions concerning their response. Offerors must meet each of the MANDATORY REQUIREMENTS noted in Section H. An Offeror not meeting all of these requirements (or having acceptable plans for meeting the requirements by task order award) will not be considered eligible for award. Offerors should include any and all conflicts of interest as Section C contains the provision. Offerors must provide an acceptable mitigation plan for any conflicts in order to be eligible for this order. Offerors meeting the mandatory requirements will be evaluated relative to the following Best Value source selection factors and sub factors. Each separately evaluated factor and sub factor will be assigned a letter grade of A, B, C, D, or F where A is the highest grade. Proposal factor/sub factor strengths, weaknesses, deficiencies will be noted. Both risk and the offerors' plans for risk mitigation will be evaluated.

Factor 1: Technical Understanding/Capability (including transition plan)

Factor 2: Personnel Qualifications

a) Resumes of Key Personnel

b) Staffing Plan

Factor 3: Past Performance

Factor 4: Evaluated Cost

The Government has established the relative importance of the factors as follows:

Factors 1.0 and 2.0 are equal

Factors 3.0 is less important than Factor 1.0 and 2.0

Factors 1.0, 2.0, and 3.0 when taken together are significantly more important than Factor 4.0.

Factor 1: Technical Understanding/Capability/Approach - Evaluation of this factor will be based on the written technical proposal and the transition plan proposed to man the effort as required by Section L. The validity and thoroughness of the Offeror's presentation will be evaluated as specific evidence of his understanding and capability to successfully transition and perform the technical requirements of this order. Reasonableness and clarity of the technical approach, issues relative to the risk of non-performance will be considered. In addition, if proposed direct hourly rates are evaluated as unrealistically low, it may be interpreted as a lack of technical understanding of task order requirements.

Factor 2: Personnel Qualifications - Evaluation of this factor will be based primarily on the resumes and the proposed staffing plan for accomplishing this task order. The following sub factors will be evaluated:

a. Resumes of Key Personnel - This sub factor addresses the degree to which Key Personnel resumes meet, do not

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meet, or exceed desired qualifications for the respective key labor categories and the relevance of professional development. In addition, the relevance of individual experience to the technical requirements of the Statement of Work will be assessed using the required Staffing Plan. All key personnel work years are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent work year and assigned an average rating earned by the grouped resumes.

b. Staffing Plan - In addition to assessing each Key Personnel resume as detailed above, the entire proposed technical workforce will be assessed for capability to support the SOW with limited ramp-up time. Experience in all areas of the SOW as well as alignment of skills to requirements will be assessed.

Factor 3: Past Performance. The evaluation shall be based on demonstrated past performance, particularly for efforts similar in scope and complexity to efforts described in this solicitation, and customer satisfaction relative to the following: quality of the product (e.g. design documentation) or service (e.g., installations, tests); scheduling or timeliness of performance or delivery and its impact on the effort; degree to which performance conformed to the terms and conditions of its contract; management of key personnel and ability to hire and retain qualified personnel; cost control; business relations; and achievement of subcontracting goals (extent of prior use of small, small disadvantaged, woman-owned, and veteran-owned small businesses as subcontractors). The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local Government agencies, Better Business Bureaus, published media, and electronic databases including the Past Performance Information Retrieval System (PPIRS) and/or Contractor Performance Assessment Reporting System (CPARS), and any other existing past performance ratings on relevant contracts. General trends in a contractor's past performance will also be considered. In the event an Offeror does not have a past performance history, the Offeror will receive a neutral rating on the Past Performance Factor.

Factor 4: Evaluated Cost. In evaluating offers, the Government will perform an analysis of the realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data, the proposed allocation of man-hours and labor mix, and the proposed costs' reflection of the Offeror's understanding of the complexity and risk of requirements. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this task order and to measure the reasonableness of the proposed costs. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs will be adjusted upward or downward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluation of the options will not obligate the Government to exercise the options. Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee for the base and all option periods, and the maximum saving initiatives (if the basis is sound), will be used in making the award determination. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. The burden of proof for cost credibility rests with the Offeror. The evaluated cost amount will be a separate evaluation factor only insofar as technical/cost trade-offs are necessary to ascertain a best value decision. Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the resulting task order will require the delivery of data, the responsiveness and quality of organization and writing reflected in the proposal (both technical and cost portions) will be considered to be an indication of the Offeror's quality control processes that would be applied to deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire process.

## **AWARD TERM CLAUSE**

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**AWARD TERM PLAN**

**AWARD TERM PLAN**

Refer to Section H Paragraph 8