

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3108		2. AMENDMENT NO. 1		3. EFFECTIVE DATE 02/22/2010		4. PURCHASE REQUEST NO. TBD	
5. ISSUED BY Jenetta L Langston NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 jenetta.langston@navy.mil 850-235-5362				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 03/19/2010 1500 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES			17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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GENERAL INFORMATION

Amendment 01:

The purpose of this amendment is to correct the total level of effort for the performance of the contract contained in the clause entitled "NAVSEA 5252.216-9122--Level of Effort (Dec 2000)" contained on Page 14 of 31 in paragraph (a). Paragraph (a) is changed from:

(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 104,160 man-hours 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.

TO:

(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 2,796 man-hours 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.

1. The incumbent who performed this effort is:

L-3 Services, Inc.
13000 Lincoln Drive W, Ste 400
Marlton, NJ 08053
Contract N00178-04-D-4143/HR08

2. This is a small business set-aside requirement for contractor's in the Gulf Coast Zone 4. It is anticipated that a Cost-Plus-Fixed Fee, award term task order will be awarded as a result of this solicitation, reference FAR 16.306(d)(2).

3. Questions and comments must be submitted via the Question and Answer module in SeaPort-E within 10 calendar days after issuance of this solicitation. In the event SeaPort-E system is not available or is experiencing technical difficulties, offerors shall notify the cognizant Government Contracting Specialist, Jenetta Langston, email jenetta.langston@navy.mil, phone 850-235-5362

4. The offeror shall provide the name, telephone number, and email address of its DCAA representative and the SeaPort contract number. This information is also required for all proposed subcontractors. The number of proposed labor hours based on the successful awardee's offer shall be inserted into Section B at the time of award.

5. FAR 52.232-22, Limitation of Funds applies to the resultant award.

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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	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of Work contained in Section C. (TBD)	2796.0 LH		
4001	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of Work contained in Section C. Award Term 1. (TBD) Option	2796.0 LH		
4002	Provide labor to educate and inform all elements of the Mineware community of current events in Mine Warfare through the publication of the MINEWARNEWS quarterly magazine in accordance with the Statement of	2796.0 LH		

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Work contained in
Section C. Award
Term 2. (TBD)
Option

4003 Provide labor to 2796.0 LH
educate and
inform all
elements of the
Mineware
community of
current events in
Mine Warfare
through the
publication of
the MINEWARNEWS
quarterly
magazine in
accordance with
the Statement of
Work contained in
Section C. Award
Term 3. (TBD)
Option

4004 Provide labor to 2796.0 LH
educate and
inform all
elements of the
Mineware
community of
current events in
Mine Warfare
through the
publication of
the MINEWARNEWS
quarterly
magazine in
accordance with
the Statement of
Work contained in
Section C. Award
Term 4. (TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
6000	Other Direct Costs required to perform effort under CLIN 4000. (TBD)	1.0 Lot
6001	Other Direct Costs required to perform effort under CLIN 4001. Award Term 1. (TBD) Option	1.0 Lot

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6002 Other Direct 1.0 Lot
 Costs required to
 perform effort
 under CLIN 4001.
 Award Term 2.
 (TBD)
 Option

6003 Other Direct 1.0 Lot
 Costs required to
 perform effort
 under CLIN 4003.
 Award Term 3.
 (TBD)
 Option

6004 Other Direct 1.0 Lot
 Costs required to
 perform effort
 under CLIN 4003.
 Award Term 4.
 (TBD)
 Option

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR

MINEWARNEWS EDITORIAL SUPPORT

1.0 SCOPE

The Naval Surface Warfare Center Panama City Division (NSWC PCD) is the designated Technical Direction Agent (TDA) and Life Cycle Manager (LCM) for Mine Warfare (MIW) and has the responsibility for providing full spectrum support throughout the acquisition life cycle of equipment and systems being developed for or in current use by the Fleet. Part of this effort involves educating and informing all elements of the Mine Warfare community of current events in MIW through the publication of the MINEWARNEWS quarterly magazine. Contractor support is required to acquire, compile technical documentation, edit and develop the magazine for Government printing and distribution.

2.0 APPLICABLE DOCUMENTS

2.1 Military Standards: None

2.2 Military Specifications: None

2.3 Other Documents:

- a. Associated Press (AP) Style Guide
- b. U.S. Navy Style Guide http://www.navy.mil/tools/view_styleguide_all.asp
- c. MINEWARNEWS Fall 2009 Edition (provided as sample)
- d. NAVSEA Instruction 5230.12, Release of Information to the Public
- e. NSWC PCD Instruction 5720.4F, Release to the Public of Unclassified Technical Information

3.0 REQUIREMENTS

The Contractor shall provide all labor, materials and software required to provide the level of effort specified herein.

3.1 The Contractor shall develop quarterly issues (CDRL A001) (Winter, Spring, Summer and Fall), using the AP Style Guide and the MINEWARNEWS sample for guidance, of the MINEWARNEWS magazine by:

- a. The contractor shall evaluate the newsworthiness of select stories relevant to Littoral and Mine Warfare. Consider relevancy of the information to Littoral and Mine Warfare Systems Department (Code A) at NSWC PCD.
- b. The contractor shall oversee all aspects of Mine Warfare news magazine from concept to finish.
- c. The contractor shall develop a quarterly issue story board and publication timeline in conjunction with the Littoral and Mine Warfare Systems Department Technical Advisor.

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d. The contractor shall develop an interview schedule and story development, which includes: conducting interviews with Littoral and Mine Warfare subject matter experts, writing a draft, spear heading draft reviews and final story rewrites. Maintain the schedule available for Government review upon request.

e. The contractor shall write or re-write articles to conform to AP Style Guide and U.S. Navy Style Guide.

f. The contractor shall develop and follow a three-pronged review process for technical, security and public release approval by following release authority procedures stated in NAVSEA Instruction 5230.12 and NSWC PCD Instruction 5720.4F. Fleet stories, if not already cleared for public release, will be routed through the appropriate Public Affairs Office. Document the process and maintain available for Government review upon request.

g. The contractor shall demonstrate experience and expertise in graphic design, desktop publishing and a comprehensive knowledge and experience with digital printing, arranging pages using latest versions of Adobe PageMaker, Adobe PhotoShop and InDesign or equivalent quality software that is approved for use by the Government.

h. The contractor shall produce and distribute proofs to the Littoral and Mine Warfare Systems Department Technical Advisor and one additional proofreader for comments or changes. Make necessary changes to original files. (CDRL A001)

i. The contractor shall save files to pre-press format acceptable to printer (usually Post Script). The contractor will arrange for printing through the Defense Automation and Production Service (DAPS). The contractor shall maintain an up-to-date mailing list and provide it to DAPS (CDRL A002).

j. The contractor shall provide the color key proof from DAPS to the Littoral and Mine Warfare Department Technical Advisor for review. Mark up errors or changes as necessary and provide corrections to the printer. (CDRL A001)

k. The contractor shall take possession of the printed copies of MINEWARNEWS and distribute copies throughout NSA PC and NSWC PCD.

l. The contractor shall maintain an archive of past issues, file, copy, and electronically back-up digital (PDF) copies of magazines for future reference as necessary on a Government furnished external hard drive.

m. The contractor shall provide ad hoc photographic support as necessary.

3.2 Monthly Status Report

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report progress monthly. (CDRL A003).

3.3 Travel and Conferences

Travel may be required to attend conferences (such as the Mine Warfare Association conference) or events relevant to Littoral and MIW or to gather information and conduct interviews. The Contractor shall obtain written approval from the designated Task Order Manager before undertaking any travel. Travel is estimated as follows:

a. One trip for 5 days – two people from contractor’s facility to Port Hueneme and San Diego, CA

b. One trip for 3 days – one person from contractors facility to Washington, DC

c. One trip for 2 days - one person from contractor’s facility to Naval Station Norfolk, VA

4.0 GOVERNMENT FURNISHED PROPERTY

The Government will provide access to a location of the NSWC PCD network to be used to archive

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MINEWARNEWS data, each quarter.

5.0 DELIVERABLES

Deliverables shall be provided in accordance with the Contract Data Requirements List (CDRL) DD Form 1423.

6.0 PERIOD OF PERFORMANCE

In accordance with Section F of the Task Order.

7.0 SECURITY

This work is UNCLASSIFIED. See Section H of the Task Order for requirement to encrypt controlled unclassified information.

8.0 DISTRIBUTION LIMITATION STATEMENTS

NOT APPLICABLE

9.0 RELEASE OF INFORMATION

All data (technical, financial, personnel) provided to the Contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the services to be performed under this delivery order may not be disclosed by any means without prior approval by the NSWC Public Affairs Officer. Dissemination or public disclosure includes, but is not limited to: permitting access to such information by a foreign national or any other person or entity, publication of technical or scientific papers or any other public release. The Contractor will preclude access by any person or entity not authorized access by the Government.

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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. All deliverables are FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

DURATION OF TASK ORDER PERIOD

This task order shall become effective on the date of award and shall continue for a period of one year. In accordance with the Award Term Plan and Award Term Clause of this order, the order may continue for up to four additional years based on the contractor's performance.

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Naval Surface Warfare Center Panama City Division (NSWC PCD) or travel location. Location is dependent upon type of task being performed.

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

4000	10/1/2010 - 9/30/2011
6000	10/1/2010 - 9/30/2011

The periods of performance for the Award Term Items are as follows:

4001	10/1/2011 - 9/30/2012
4002	10/1/2012 - 9/30/2013
4003	10/1/2013 - 9/30/2014
4004	10/1/2014 - 9/30/2015
6001	10/1/2011 - 9/30/2012
6002	10/1/2012 - 9/30/2013
6003	10/1/2013 - 9/30/2014
6004	10/1/2014 - 9/30/2015

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SECTION G CONTRACT ADMINISTRATION DATA

The Procurement Contracting Officer is:

Wanda Cutchin
Code B31
110 Vernon Avenue
Panama City, Florida 32407
wanda.cutchin@navy.mil
(850) 636-6140

The Contract Specialist is:

Jenetta Langston
Code B31
110 Vernone Avenue
Panama City, Florida 32407
jenetta.langston@navy.mil
(850) 235-5362

The Task Order Manager

Will be assigned upon award of task order.

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.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide".

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

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(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input type="checkbox"/>	
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	N61331
Admin DODAAC	TBD
Pay Office DODAAC	TBD
Inspector DODAAC	N61331

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Service Acceptor DODAAC	TBD
Service Approver DODAAC	TBD
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	
LPO DODAAC	N61331
Inspection Location	See Section E
Acceptance Location	See Section E

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:
Email address for task order manager will be issued at award time.
jenetta.langston@navy.mil

(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.

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(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. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or colette.hazard@navy.mil.

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.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

H-XX NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs basic contract and as further determined in accordance with Special Contract Requirement H-19.

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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 shall be 2,796 man-hours 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) 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 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.

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(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:

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

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 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.

=====

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;
- (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

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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.

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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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KICK-OFF MEETING

The Contractor shall coordinate with the Task Order Manager (TOM) and Contract Specialist to conduct a kick-off meeting within ten working days after the award of the contract to review the terms and conditions, statement of work (SOW) and Contract Data Requirements List (CDRL) requirements for this task order. This meeting's date, time and location shall be determined at time of award.

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TECHNICAL GUIDANCE

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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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 of five (5) years on the basis of:

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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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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.
- b. 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. One interim evaluation will also be conducted as described below.
- c. Personnel. The Government evaluation team will be as specified in the QASP.
- d. Interim Evaluation. An interim evaluation shall be conducted at the midpoint (i.e., six months) of the first 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. Additional interim evaluations may be conducted at the discretion of the Government.
- e. 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.
- f. 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 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.
- g. 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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REQUIREMENT SECURITY CLASSIFICATION

The Contractor will not require access to classified information or areas

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NSWCPC – H06 SECURITY REQUIREMENTS

The work to be performed under this contract is UNCLASSIFIED.

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NSWCPC – H07 INFORMATION SECURITY REQUIREMENTS

a. All 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 designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

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DISTRIBUTION LIMITATION STATEMENTS

NOT APPLICABLE

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CAPPED RATES.

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 award.

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SECTION I CONTRACT CLAUSES

All clauses in the basic contract are applicable to this task order.

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SECTION J LIST OF ATTACHMENTS

J.1 Desired Qualifications for Key Personnel

J.2 Cost Summary Format

J.3 Supporting Cost Data

J.4 Quality Assurance Surveillance Plan (QASP)

J.5 NSWC PC Instruction 5720.4F

J.6. NAVSEA Instruction 5230.12

J.7 MINEWARNEWS Summer 2009 Edition (provided as a sample only)

J.8 Contract Data Requirement Lists (CDRLS)

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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 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 base period and four award terms of 12 months each, for a total performance period of 60 months if all award terms are exercised.

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 16.

(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 the clause H-5 Task Order Process contained in the SeaPort-e MAC basic contract.

ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.

1. 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 and comments should be submitted via the SEAPORT-e Portal within ten (10) calendar days after issuance of this solicitation.

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

2. 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. PROPOSAL CONTENT

3.1 Legal Offer

3.2 Written Technical Proposal

3.3 Personnel Qualifications

3.4 Past Performance

3.5 Cost Proposal

4. 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 a period of 90 days.

4.1.2 Section B – Complete all pricing

4.1.3 Section H – Complete Level of Effort (LOE), separately identifying compensated and uncompensated hours for all hours (prime, subcontractor, and consultant). 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 50 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. In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm

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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), the competence to perform the requirements and an understanding of the requirements. Specifically address:

- a. Overall knowledge of Mine Warfare (MIW) program objectives and systems
- b. Overall knowledge of the principal commands responsible for executing the U.S. Navy MIW program
- c. Understanding of graphic design, desktop publishing and a comprehensive knowledge and experience with digital printing, arranging pages using latest versions of Adobe PageMaker, Adobe PhotoShop and InDesign or equivalent quality software

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 NSWC PCD will be established; how the Offeror will assume responsibility for this effort 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. If an 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 are required and shall contain the following information:

Years of Experience

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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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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. 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 performance 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.

4.5 COST PROPOSAL ELEMENTS

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.

Cost Summary. Provide cost summary in the format of Attachment J.2, "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.2. 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 SOW to permit optimum response by Offerors and to allow a more timely and comparable evaluation of proposals. The agreed to total 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

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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 labor hours allocation.

4.5.4 Work year estimate - The Government's estimate of effort is based on labor hours. A minimum of 1,860 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 of the Basic Contract 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 work week. 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 format:

Description	Exempt	Non-exempt
One year base hours	2,080	2080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Sick Leave		
Subtract Other Paid Leave		
(e.g., Jury Duty, Military Leave, etc.)		
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 and material under this effort are listed below for Tasking specified in the SOW. The 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

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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.

Travel Amounts: Base and award term periods are 12 months each.

Period	Unburdened Total Travel
Base	\$5,000
Award Term 1	\$5,250
Award Term 2	\$5,512
Award Term 3	\$6,077
Award Term 4	\$6,381
Total all years	\$28,220

Material Amounts: Base and award term periods are 12 months each.

Period	Unburdened Total Material
Base	\$300
Award Term 1	\$315
Award Term 2	\$331
Award Term 3	\$347
Award Term 4	\$364
Total all years	\$1,657

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

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(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 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 in the Basic Contract, 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.

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 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.

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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 4, 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 of the Basic Contract, 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 contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 15. 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 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, 2.0, and 3.0 are equal in importance.

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 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.

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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

REFER TO SECTION H

AWARD TERM PLAN

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