

**ORDER FOR SUPPLIES OR SERVICES (FINAL)**

1. CONTRACT NO. N00178-07-D-5052				2. DELIVERY ORDER NO. EJG1		3. EFFECTIVE DATE 2011 Sep 30		4. PURCH REQUEST NO. N0002511RA0025A		5. PRIORITY Unrated				
6. ISSUED BY SPECIALTY CENTER ACQUISITIONS NAVFAC CODE RAQN0/NAVAL BASE VENTURA COUNTY 1205 MILL RD BLDG 850 PORT HUENEME CA 93043-4347			CODE N62583		7. ADMINISTERED BY DCMA Manassas 10500 BATTLEVIEW PARKWAY, SUITE 200 MANASSAS VA 20109-2342			CODE S2404A		8. DELIVERY FOB DESTINATION OTHER (See Schedule if other)				
9. CONTRACTOR TheESHGroup, Inc. 5572 La Vista Drive Alexandria VA 22310			CODE 1N0X5		FACILITY		10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS X SMALL SMALL DISADVANTAGED X WOMEN-OWNED					
12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G											
14. SHIP TO See Section D			CODE		15. PAYMENT WILL BE MADE BY DFAS Columbus Center,South Entitlement Operations P.O. Box 182264 Columbus OH 43218-2264			CODE HQ0338		MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.				
16. TYPE OF ORDER DELIVERY/ CALL PURCHASE			X This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract. Reference your _____ furnish the following on terms specified herein. 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.											
TheESHGroup, Inc.			Mark Vice President/COO											
NAME OF CONTRACTOR			SIGNATURE			TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)					
<input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies:														
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule														
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES					20. QUANTITY ORDERED/ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT				
	See Schedule													
*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.					24. UNITED STATES OF AMERICA				25. TOTAL					
					BY: /s/ Joseph F Chojnacki				26. DIFFERENCES					
									09/30/2011					
									CONTRACTING/ORDERING OFFICER					
27a. QUANTITY IN COLUMN 20 HAS BEEN														
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:												
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE						
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE						28. SHIP NO.	29. D.O. VOUCHER NO.		30. INITIALS					
f. TELEPHONE						g. E-MAIL ADDRESS						PARTIAL	32. PAID BY	33. AMOUNT VERIFIED CORRECT FOR
												FINAL		
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.						31. PAYMENT COMPLETE	34. CHECK NUMBER							
a. DATE		b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				PARTIAL	35. BILL OF LADING NO.							
FULL														
37. RECEIVED AT		38. RECEIVED BY (Print)		39. DATE RECEIVED		40. TOTAL CONTAINERS	41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.					

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## GENERAL INFORMATION

### GENERAL INFORMATION

#### AMENDMENT 0002:

The purpose of this amendment is to perform the following:

- a. Section L.5.5(3)(e), Instructions for Submission of Offers, proposal submission date of “16 September 2011” is revised to read as, “19 September 2011”.

#### AMENDMENT 0001:

The purpose of this amendment is to perform the following:

1. Section B, General Information.
  - a. Paragraph 4 is hereby deleted in its entirety.
  - b. Paragraph 9 is revised to read as, “The Contractor shall not be obligated to continue performance beyond the estimated total hours set forth under the **Task Order, nor shall** the Government be obligated to pay **costs** for cost incurred in excess of the estimated total dollars. In addition, any labor costs incurred in excess of the estimated total hours (hereinafter “excess hours” shall be excluded from all fee computation and adjustments.”
  - c. Paragraph 10 is revised to read as, “The Task Order effort will be funded with OM&N funds. When submitting invoices the contractor will indicate **the CLIN/SLIN to be billed for this effort**. The contractor is not obligated to continue work and the government **will not reimburse for the costs incurred that exceeds the amount funded**. Accordingly the limitation of cost clause and limitation of funds clause apply at the **CLIN/SLIN level**.”
  - d. Paragraph 11 is hereby deleted in its entirety.
2. Section C, Descriptions and Specifications.
  - a. Paragraph 6 under C.2.3 under Applicable Documents, is revised to read as, “NAVFAC Business Management System B.2.4.1 ILS Facilities Performance Criteria December 2008, PWS Section C.3.3.1 Examples of: **CVN78 Electrical Power Study and LCS 2 Side Ramp Interface Study**”
  - b. Paragraph 8 under C.2.3, is revised to read as, “PWS Section 3.3.3 Draft DDG-1000 Facility Management Plan (FMP)”
  - c. Paragraph “C.2.0 Services Required” is renumbered to read as, “**C.2.4 Services Required**”
  - d. Paragraph C.3.1 period of performance is revised from “(29 Sep 2011 to 28 Sep 2012)” to read as, “**(365 Days After Contract Award Date)**”.
  - e. Paragraph C.3.3.4 Scene Visualization last sentence is revised to read as, “**The deliverable for each location /facility is an electronic 3D CAD and X3D file.**”

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- f. Paragraph C.3.3.4 Scene Visualization is revised to add a new sentence to read as, “**The First deliverable is due 30 days after date of contract award with the Final deliverable due no later than 365 days after date of contract award**”.
- g. Paragraph C.4.0 Deliverables, Deliverable Table, under Scene Visualizations/Models, CDRL number “A012” is revised to read as, “**A010**”.
- h. Paragraph C.4.0 Deliverables, Deliverable Table, under Scene Visualizations/Models, Date Due “360 days after award” to “**365 days after award**”.
- i. Paragraph in consecutive numbers from “C.4.0 Special Consideration – C.4.7.2 Access to Government Facilities” is renumbered to read as, “**C.6.0 Special Consideration – C.6.7.2 Access to Government Facilities**”
- j. Paragraph number “C.5.0 Performance Objective Review” is renumbered to read as, “**C.7.0 Performance Objective Review**”
- k. Paragraph number “C.6.0 Performance Surveillance” is renumbered to read as, “**C.8.0 Performance Surveillance**”
- l. Paragraph number “C.7.0 Travel” is renumbered to read as, “**C.9.0 Travel**”
- m. Paragraph in consecutive numbers from “C.8.0 Deliverables – C.8.2 CPFF” is renumbered to read as, “**C.10.0 Deliverables – C.10.2 CPFF**”
- n. Paragraph number “C.9.0 Security Requirements” is renumbered to read as, “**C.11.0 Security Requirements**”
- o. NFAS clause under paragraph Section C, Security Requirements, “**5252.209-9300 Organizational Conflicts of Interest**” is relocated in its entirety under paragraph “**H.1 Mandatory Requirements**”.
- p. Paragraph “C.11 NAVFAC ADDITIONAL REQUIREMENT/INFORMATION:” is renumbered to read as, “**C.12 NAVFAC ADDITIONAL REQUIREMENT/INFORMATION;**”
- q. Paragraph “C.11 LIMITATION OF FUNDS” is renumbered to read as, “**C.13 LIMITATION OF FUNDS**”
3. Section G, Contract Administration Data.
- a. Paragraph in consecutive numbers from “G.5 Contract Type, COR, ACOR – G.5.1” is renumbered to read as, “**G.6 – G.6.1 Contract Type, COR, ACOR**”
4. Section H, Special Contract Requirements.
- a. NFAS clause “**5252.209-9300 Organizational Conflicts of Interest**” is added in full text under paragraph H.1
- b. Key Personnel listed as Senior Project Manager in Section H.7 KEY PERSONNEL, is revised to read as, “Program Manager”.
5. Section L Instructions, Conditions, and Notices to Offerors.
- a. Section L, change rated order under FAR 52.211-14 from “Any contract awarded as a result of this solicitation will be DX rated order; DO rated order certified for national defense, emergency preparedness, and energy program use under the Defense Priorities and Allocation System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.” to read as, “Any contract awarded as a result of this solicitation will be [    ] rated order; [ **DO** ] rated order certified for national defense, emergency preparedness,

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**and energy program use under the Defense Priorities and Allocation System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.”**

b. Section L.2(b)A, Other Factors Proposal, “Subfactor 1.A Technical Approach-Sample Task (NTE: 20 Pages)” is revised to read as, “**Subfactor 1.A Technical Approach – (NTE: 20 Pages).**”

c. Section L.2(b)A, Other Factors Proposal, Factor 2, Past Performance, (i) Reference Information Sheets numbers “1. Summary Data, (1 page)” and “2. Contract Specific Data, (Limit 2 pages per contract reference)”, is revised to read as, “**1. Relevant Experience Form.**”

d. Section L.2(c)A, Other Factors Proposal Content, FACTOR 1: Technical/Management Capability, is revised to read as, “**FACTOR 1: Technical Capability**”.

e. Section L.2(c)A, Other Factors Proposal Content, “**SUBFACTOR 1.B: Management Approach and Staffing Plan.**”, is hereby added.

f. Section L.2(c)B, Business Proposal Content, “FACTOR 3: COST PROPOSAL is revised to “**FACTOR 4: COST PROPOSAL**”.

g. Section L.5.5(3)(e), Instructions for Submission of Offers, proposal submission date of “12 September 2011” is revised to read as, “16 September 2011”.

h. Section L.4.2 Labor Cost, Labor Category List is revised as follows: “**a. Cost Analyst (Off-Site) at 500 hours**” is hereby removed from the list. **b. Revise number hours of “Senior Engineer to 5,440” from the list.** **c. Add a new labor category of “IT Specialist at 524 hours” from the list.**

6. Section M Evaluation Factors For Award.

a. Paragraph under Section M.3.0, Factor 4: Cost, is revised to read as, “**Offeror’s submitted Schedule of Total Estimated IDIQ Cost Plus Fixed-Fee will be evaluated for overall price reasonableness and cost realism.**”

Basic Solicitation:

The contractor shall provide program management support, perform system engineering analyses, develop program documentation, monitor facilities related logistics element to enhance and improve the compatibility and supportability of weapons systems via ILS and systems engineering facilities and infrastructure including tasks for Facilities Programming Support including Weapon System Acquisition Program Status Tracking (PWS Section 3.1), Facilities ILS Technical Support (PWS Section 3.2), Facilities ILS Products (PWS Section 3.3) This is a performance based acquisition with performance being assessed through the use of a Quality Assurance Surveillance Plan (QASP).

**Offerors complete in whole dollars only.**

CLIN - SUPPLIES OR SERVICES

For COST PLUS FIXED FEE Type Items:

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Program Management and Technical Support, Perform System Engineering Analyses, Develop Program Documentation, Monitor Facilities related logistic elements as described in Performance Work Statement in Section C Total Estimated Hours: 10,958 Type of Funding: (TBD)	1.0 LO		
400001	FUNDING REQUISITION NUMBER N0002511RC2016R FOR INFORMATIONAL USE ONLY (O&MN,N)			

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Other Direct Cost (ODC) (Required to perform CLIN 4000) Type of Funding: (O&MN,N)	1.0 LO
600001	FUNDING DOC#: N0002511RC2090R FOR INFORMATIONAL USE ONLY (O&MN,N)	

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1. Labor CLIN is Cost Plus Fixed Fee (CPFF). Other Direct Costs (ODC) CLINS is CPFF. Fee is not paid on ODCs.

2. This task order will be Cost Plus Fixed Fee (CPFF).

3. Contract Type Summary for Payment Office: Task Order type will be Cost Plus Fixed Fee (CPFF).

4. Paragraph number 4 is hereby deleted in its entirety.

5. See Section H for Special Contract Requirements.

6. **TRAVEL COST:** Travel in CONUS may be required in support of this contract. All travel by contractor personnel must be authorized in writing prior to travel costs being incurred. Reimbursement for travel costs will be in accordance with FAR 31.205-46, "Travel Costs". The cost to be reimbursed shall be those cost accepted by the cognizant DCAA official. Whenever feasible, the contractor shall assign personnel in the local area where the work is being performed to reduce travel costs.

7. DATA LINE ITEM (NOT SEPARATELY PRICED)

Contractor shall furnish data in accordance with the CDRL DD Form 1423 attached in Section J.1.

8. This requirement is CPFF for COMPLETION in accordance with Seaport-e basic contract and as provided below:

HQ B-2-0014 PAYMENTS OF FEE(S) (COMPLETION)(NAVSEA)(MAY1993)

(a) For purpose of this contract, "fee" means "target" in cost-plus-incentive-fee type contracts, "base fee" in cost-plus-award-fee type contracts, "fixed fee" in cost-plus-fixed fee type contracts for completion and phase type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 252.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to \* percent ( \* ) of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract.

(c) In the event of discontinuance of the work under this contract, or any specified phase of the contract, in accordance with the clause of this contract entitled, LIMITATIONS OF FUNDS" (FAR 232-22) OR "LIMITATION OF COST" (FAR 52.232-20), as applicable, the fee shall be equitably adjusted by mutual agreement to reflect the diminution of work. If the adjusted fee is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with paragraph (c) above, or until the Procuring Contracting Officer has advised the paying office in writing that no fee adjustment is required.

\*To be incorporated and completed at the Task Order level as appropriate.

9. The Contractor shall not be obligated to continue performance beyond the estimated total hours set forth under the Task Order , nor shall the Government be obligated to pay for costs incurred in excess of the estimated total dollars. In addition any labor costs incurred in excess of the estimated total hours (hereinafter "excess hours") shall be excluded from all fee computations and adjustments.

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**10. This Task Order effort will be funded with O&MN fund. When submitting invoices the contractor will indicate the *CLIN/SLIN* is to be billed for this effort. The contractor is not obliged to continue work and the government will not reimburse costs incurred which exceed the particular type of funds available for the cost incurred. Accordingly the limitation of cost clause and limitation of funds clause apply at the *CLIN/SLIN* level.**

**11. Paragraph number 11 is hereby deleted in its entirety.**

**12. Any adjustment to a CLIN'S estimated cost or estimated hours shall be made by Task Order modification. If the estimate of total hours is adjusted, the fee shall also be adjusted accordingly.**

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## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### C.1.0 SCOPE:

The Naval Facilities Engineering Command (NAVFACENGCOM) provides facilities and infrastructure systems engineering and Integrated Logistic Support (ILS) to several Navy Weapons program offices, the System Commands (SYSCOM), Warfare Enterprises, OPNAV, the fleet and CNIC. Facilities ILS is an essential program as it aides in identification, planning, acquisition and management of critical infrastructure to support new weapons systems, whether in a homeport, support site (e.g. shipyard, depot, training, storage/warehousing, etc) and/or abroad (forward bases, transient sites, etc.). Key to the success of the Program is developing processes, tools and products to assist Navy planners and engineers both within and external to NAVFAC. In addition, the ILS Program provides program and technical assistance to Program Executive Offices and supported Commands in assessing the facilities and infrastructure requirements for new weapons system/platforms.

### APPLICABLE DOCUMENTS:

#### C.2.0 APPLICABLE DOCUMENTS

C.2.1 See Section J.1 for the list of applicable documents and references identified for the execution of the task orders. Revision levels in effect at time of contract award shall be imposed.

C.2.2 Applicable documents can be located via these websites:

Directive 5000.01, The Defense Acquisition System, November 2007,  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

DoD Instruction 5000.02, Operation of the Defense Acquisition System, December 2008,  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

SECNAVINST 5000.2D, Implementation and Operation of the Defense Acquisition System and the Joint Capabilities Integration and Development System (JCIDS), October 2008,  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

SECNAVINST 4105.1B Independent Logistics Assessment and Certification Requirements, December 2008 [https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

SECNAVINST 5400.15C, DoN Research and Development, Acquisition, Associated Life-Cycle Management, and Logistics Responsibilities and Accountability, September 2007,  
[https://acquisition.navy.mil/rda/home/policy\\_and\\_guidance](https://acquisition.navy.mil/rda/home/policy_and_guidance)

C.2.3 Government Furnished Information (GFI) documents listed below will be provided electronically after contract award:

DoN NAVSO P-3692, Independent Logistics Assessment Handbook, January 2010

Naval Systems Engineering Technical Review Handbook, Version 1.0

NAVFAC Guideline for Weapon System Acquisition Programs – Facilities and Infrastructure

ILS Planning Checklists for Systems Engineering Technical Reviews and Independent Logistics Assessments, April 2009

NAVFAC Business Management System B-2.4.2 ILS Facilities Management Plan December 2008



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NAVFAC Business Management System B-2.4.1 ILS Facilities Performance Criteria December 2008, PWS Section C.3.3.1 Examples of : CVN 78 Electrical Power Study and LCS 2 Side Ramp Interface Study

PWS Section C.3.3.2 Template Examples of Basic Facility Requirement (BFR)

PWS Section 3.3.3 Draft DDG-1000 Facility Management Plan (FMP)

#### C.2.4 SERVICES REQUIRED:

The contractor shall provide program management and technical support, perform system engineering analyses, develop program documentation, monitor facilities related logistic elements to enhance and improve the compatibility and supportability of weapons systems via ILS and systems engineering for the tasks listed below.

#### C.3.0 REQUIREMENTS

**C.3.1 Task Area # 1 – Facilities Program Management Support.** The Contractor shall provide program management expertise to the ILS Program Technical Point of Contact (POC) throughout the period of performance (**365 Days After Contract Award Date**) to accomplish specific program support tasking including:

- 1) Attendance at weekly on-site (Washington Navy Yard) ILS Program team meetings.
- 2) Attendance at bi-yearly off-site ILS Program review meetings in Port Hueneme, CA recording decisions and action items, and preparing minutes of such meetings. [CDRL A001]
- 3) Attendance at local (DC metro area) off-site ILS meetings as required (approximately 12 meetings/year) as the ILS Technical POC's representative, in a non-decision making role only, recording decisions and action items, and preparing minutes of such meetings. [CDRL A001]
- 4) Prepare and review briefings for the ILS Program for Program Executive Offices (PEOs), Naval System Commands (SYSCOMs) and Integrated Product Team (IPT) meetings, including research, analysis and recommendations to respond to Department of Defense (DOD) stakeholder, Congressional, and other Government agency information inquiries (approximately 6/year). [CDRL A002]
- 5) Prepare and review issue papers in support of development and implementation of facilities ILS program policy, guidance and initiatives. The issue papers shall include policy assessments and recommendations supported with the appropriate level of data and information such as risk assessment, cost, schedule and performance metrics (approximately 4/year). [CDRL A003]

**C.3.1.1 Weapon System Acquisition Program Status Tracking.** The Contractor will track the status of approximately 20 DOD Acquisition Category (ACAT) I weapon system program acquisition milestones, schedules, and generate reports reflecting these actions. Track progress against established program plans, baselines, and requirements. Produce a consolidated program status report bi-yearly. [CDRL A004 – Weapon System Acquisition Program Status Report]

**C.3.1.2 Independent Logistics Assessments.** The Contractor will perform six (6) ACAT I weapon platform acquisition program Independent Logistic Assessments (ILA) and document results in accordance with SECNAVINST 4105.1B, NAVSO P-3692 (DON ILA Handbook). [CDRL A005 - ILA Report]

**C.3.1.3 Contract Quarterly Status Report.** The Contractor will provide oversight, coordination and monthly reporting for all contract task activities undertaken, and report progress towards completion of work to include, but not limited to the following topics:

- Narrative summary of the work performed and results obtained

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- Anticipated activities for the following quarter
- An explanation of deviations from the last quarter's projections
- Current or projected problems and issues being worked by the Contractor
- Current or projected problems and issues requiring government attention
- Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of participants
- [CDRL A006 - Quarterly Contract Status Report] Report due quarterly after award.

**C.3.1.4 Travel.** Travel by Contractor personnel to military installations will be required during performance of the tasks associated with the Facilities ILS Program Management Support tasks on a Cost Plus Fixed Fee (CPFF) basis. The Contractor should submit a CPFF bid for travel costs associated with this Task Area as follows:

Travel From DC Area to	Number of People	Number of Trips	Number of Days
Port Hueneme, CA	1	2	5
Patuxent River, MD	1	6	1

**C.3.2 TASK AREA #2 – FACILITIES ILS TECHNICAL SUPPORT.** The Contractor shall provide technical facilities logistics expertise to the ILS Program Technical Point of Contact (POC) throughout the period of performance (29 Sep 2011 to 28 Sep 2012) to accomplish specific technical program support tasking including:

- 1) Attendance at bi-yearly off-site ILS Program review meetings in Port Hueneme, CA recording decisions and action items, and preparing minutes of such meetings. [CDRL A001 – Meeting Minutes]
- 2) Attendance at quarterly local off-site ILS meetings as the ILS Technical POC's representative, in a non-decision making role only, recording decisions and action items, and preparing minutes of such meetings. [CDRL A001 – Meeting Minutes]

**C.3.2.1 Weapon Platform System Facility Support Requirements.** The Contractor will review, analyze and provide recommendations in a report on facility/infrastructure support requirements associated with ICDs, CDDs, CPDs, and other critical weapon program system requirements documents for approximately six (6) ACAT I weapon platform acquisition programs. [CDRL A007 – Facilities Requirements Assessment Report]

**C.3.2.2 Acquisition Program Logistics Documentation.** The Contractor will review, analyze and provide recommendations in a report on facility/infrastructure support requirements associated with AS/AP, TEMP, NTSP, SE, FRD, FPC, FMP, LRFS, NEPA Schedule/PESHE, and other critical program documents for the design, development, testing, manufacturing, deployment/basing, training, operations and sustainment of approximately six (6) ACAT I weapon platform acquisition programs. [CDRL A007 – Facilities Requirements Assessment Report]

**C.3.2.3 Facility Technical Requirements Assessment.** The Contractor will provide facility and infrastructure ILS technical requirements assessments utilizing existing Navy facilities design and planning criteria such as Tri-Service Unified Facility Criteria (UFC) and internet Navy Facility Asset Data Store (iNFADS). Assessments will be conducted on approximately 4 ACAT I weapon platform acquisition programs and will be documented in the form of a report. [CDRL A007 – Facilities Requirements Assessment Report]

**C.3.2.4 Weapon System Acquisition Program Status Tracking.** The Contractor will monitor approximately 20 DOD ACAT I weapon platform acquisition program actions, milestones, schedules, and generate reports reflecting these actions. Monitor performance and progress against established program plans, baselines, and requirements. Produce a consolidated program status report bi-yearly. [CDRL A004 – Weapon System

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Acquisition Program Status Report]

**C.3.2.5 Independent Logistics Assessments.** The Contractor will perform six (6) ACAT I weapon platform acquisition program Independent Logistic Assessments (ILA) and document results in accordance with SECNAVINST 4105.1B, NAVSO P-3692 (DON ILA Handbook). [CDRL A005 - ILA Report]

**C.3.2.6 Integrated Product Team Support.** The Contractor will provide facility and infrastructure ILS technical support within a working IPT environment for five (5) Navy and Marine Corps ACAT I weapons platform acquisition programs. This may include both direct and indirect program IPT support. Provision of facility and infrastructure technical support requirements may be in the form of reports (e.g. white papers, presentations, reports, etc.), and/or input into Facility Requirement Documents (FRD), Facility Planning Criteria (FPC), Facility Management Plans (FMP), Program Basic Facility Requirement (BFR) documents, support plans (e.g. training, maintenance, equipment, etc.), MILCON requirements (i.e. 1391s), analysis of alternatives (with the appropriate assessment for risk, cost, schedule and performance) and other related documents. [CDRL A007 – Facilities Requirement Assessment Report]

**C.3.2.7 Travel.** Travel by Contractor personnel to military installations will be required during performance of the tasks associated with the Facilities ILS Technical Support tasks PWS on a Cost Plus Fixed Fee (CPFF) basis. The Contractor should submit a CPFF bid for travel costs associated with this Task Area as follows:

Travel From DC Area to	Number of People	Number of Trips	Number of Days
Port Hueneme, CA	1	2	5
Patuxent River, MD	1	6	1

### C.3.3 TASK AREA #3 – FACILITIES ILS PRODUCTS

The contractor shall provide Facilities ILS products to ensure support considerations have been integrated into system design requirements, that the system can be cost effectively supported through its lifecycle, and that facilities and infrastructure requirements to support research and development, training, fielding, operations and sustainment have been identified, developed and acquired. These products support and provide Facilities engineering and logistic inputs to design interface, supportability plans, facility support requirements, analysis of alternatives, technical and logistical assessments and studies, cost estimation, risk assessments, and management and investment plans.

#### C.3.3.1 ILS Study

**(A) CVN 78 Electrical Power Study:** The Contractor will develop a CVN 78 electrical cost report based upon existing plans, studies and documents. The purpose of this focused study is to determine CVN 78 specific shore electrical costs to NS Bremerton and Puget Sound Naval Shipyard (PSNS). The contractor will leverage an existing power study for CNRNW to determine the costs specific to CVN 78 at NS Bremerton and PSNS. The study will provide rough order of magnitude (ROM) cost estimates with the appropriate allocation of costs to OPNAV N8/86 and OPNAV N4/46. [CDRL A007 - Facilities Requirement Assessment Report] Final report due 90 days after award.

**(B) LCS 2 Side Ramp Interface Study:** The Contractor will develop a ramp interface study for the LCS 2 Design. The analysis will evaluate the ramp shore interface for loading/unloading personnel and mission modules. The analysis will consider tide changes, ship loading, and ship listing when at a pier, wharf or quay wall at NB San Diego and NS Mayport. The analysis will also consider egress requirements during mission module loading/unloading. The analysis will include loading when the ramp is in Roll-On/Roll-Off

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and platform loading positions to include key support equipment such as fendering, brows, MHE, etc. The study will document the results of the analysis, discuss the findings and provide recommendations to improve the ramp to shore interface and determine requirements for the brow, brow stand and other related egress requirements. [CDRL A007 - Facilities Requirement Assessment Report] Final report due 120 days after award.

**(C) Facilities System Engineering (SE) Integration Study:** The contractor shall develop a Facilities System Engineering (SE) Integration Study. The current DOD and SECNAV 5000 processes require programs to promulgate through a well defined 6 gate process. The purpose is to ensure weapons programs integrate SE and reduce Total Ownership Costs (TOC). In order for the contractor to obtain a full perspective of the process, it is anticipated that the contractor will attend and participate in at least one technical review, one gate review, one requirements review, several facilities WG/IPT related meetings and one independent logistic assessment. The study will evaluate and assess NAVFAC's current integration/engagement and provide recommendations for integration and participation in platform design, supportability planning and technical and gate reviews. Recommendations may include but not limited to: 1) updating DON and/or NAVFAC policy, instructions and/or guidance; 2) updating the SETR and ILS Facilities Checklist; 3) updates/enhancements to the gate review templates; 4) and/or Probability of Program Success (PoPS) Criteria and Metrics as established by ASN. All meetings are anticipated to be in the DC metro area. [CDRL A007 - Facilities Requirement Assessment Report] Final report due 360 days after award.

**C.3.3.2 Platform Basic Facility Requirements.** The Contractor will produce a first draft Platform Basic Facility Requirements (PBFR) document for the SSBN and Ship to Shore Connector. The documents shall be developed in coordination with Navy Stakeholders such as PEO, TYCOM, Fleet, Resource Sponsor, SYSCOMs, Provider Enterprises, CNIC and NAVFAC SMEs. The PBFR includes such elements as berthing, hangars, hotel services/utility, manning, O and I level (limited D level depending upon maintenance philosophy), training, logistic/supply and operational administration requirements for a platform whether at a homeport/Major Operational Base, Preliminary Detachment Site or forward base/port. This document is not location specific; it is CONOPS and support centric. The contractor is anticipated to validate the requirements via brief site visits to Submarine Base Kingsbay and Joint Expeditionary Base Little Creek. PBFRs are developed utilizing established DOD and DON criteria such as UFC planning and design criteria. [CDRL A008 - PBFR] Documents are 120 days after award. PBFRs are due 120 days after award.

**C.3.3.3 Facilities Management Plan.** The Contractor will update the DDG-1000 Facility Management Plan (FMP) document per NAVFAC's BMS guidelines B-2.4.2. [CDRL A009 - FMP] The contractor will utilize the current DDG-1000 FMP along with information gathered from brief site visits to NB San Diego and NS Norfolk. Information from the site visits, program office discussions and the current FMP shall be integrated into the update. The FMP is due 60 days after award.

**C.3.3.4 Scene Visualization.** The Contractor will produce a three dimensional (3D), geo-referenced scene visualization of existing Navy waterfront facilities listed in the table below. Basic cadastral drawing information such as general facility/infrastructure geometry, base map, terrain and imagery data, and 3D model specifications will be provided as GFI. Translation of existing two dimension (2D) cadastral data in to 3D geometry models may be required. Models will be required to be rendered correctly into X3D format scenes. [CDRL A010 – Scene Visualization] The deliverable for each is location/facility is an electronic 3D CAD and X3D file due **365**days after award. **The First deliverable is due no later than 30 days after date of contract award with the Final deliverable due no later than 365 days after date of contract award.**

Location	Facilities	Work Required	GFI	Travel
SUBASE Kings Bay	EHW 1	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	DC area to Kings Bay, GA for 1 person for 2 days onsite.

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	EHW 2	Transform 3D CAD to X3D	2D CAD Base Map, 3D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	
	Warping Wharf	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	
	Refit Wharves 1-3	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	
	Drydock	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	
SUBASE Bangor	EHW 1	Update 3D CAD and Transform to X3D	2D CAD Base Map, 3D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	DC area to Bangor, WA for 1 person for 2 days onsite.
	EHW 2	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	
NAVSTA Norfolk	Pier 11	Update 3D CAD and Transform to X3D	2D CAD Base Map, 3D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	DC area to Norfolk, VA for 1 person for 1 day onsite.
Naval Base Coronado	Carrier Wharves J, K & L	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	DC area to San Diego, CA for 1 person for 2 days onsite.
Norfolk Naval Shipyard	Pier 5	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	DC area to Norfolk, VA for 1 person for 1 day onsite.
SUBASE Pearl Harbor	Wharves Y-3A, Y-3B, Y-2, S20, S21, S10-12, S1  Pier S8/9	Transform 2D CAD to 3D CAD to X3D	2D CAD Base Map, 2D CAD Facility Drawings, Aerial Imagery, Bathymetric Data	DC area to Honolulu, HI for 1 person for 2 days onsite.

#### C.4.0 Deliverables:

Deliverable	Task Area	CDRL	DID	Date Due
Meeting Minutes	3.1	A001	DI-ADMIN - 81505	ASREQ
Program Briefings	3.1	A002	DI-MGMT - 81605	ASREQ
Issue Paper	3.1	A003	DI-MISC - 80508B	ASREQ
Weapons System Acquisition	3.1.1	A004	DI-MISC- 80508B	

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program Status Report				
Independent Logistic Assessment	3.1.2	A005	DI-ILSS - 80531	ASREQ
Contract Quarterly Status Report	3.1.3	A006	DI-MGMT - 80227	Quarterly after award
Meeting Minutes	3.2	A001	DI-ADMIN - 81505	ASREQ
Weapon Platform System Facility Support Requirements	3.2.1	A007	DI-MISC- 80508B	ASREQ
Acquisition Program Logistics Documentation Review	3.2.2	A007	DI-MISC- 80508B	ASREQ
Facility Technical Requirements Assessment	3.2.3	A007	DI-MISC- 80508B	ASREQ
Weapons System Acquisition program Status Report	3.2.4	A004	DI-MISC- 80508B	ASREQ
Independent Logistic Assessment	3.2.5	A005	DI-ILSS - 80531	ASREQ
Integrated Product Team Support	3.2.6	A007	DI-MISC- 80508B	ASREQ
CVN 78 Power Study	3.3.1	A007	DI-MISC- 80508B	90 days after award
LCS 2 Side Ramp Interface Study	3.3.1	A007	DI-MISC- 80508B	120 days after award
Facilities System Engineering (SE) Integration Study	3.3.1	A007	DI-MISC- 80508B	360 days after award
SSBN PBFR	3.3.2	A008	DI- FACR - 8097	120 days after award
SSC PBFR	3.3.2	A008	DI- FACR - 8097	120 days after award
DDG 1000 FMP Update	3.3.3	A009	DI-ILSS - 80531	60 days after award
Scene Visualizations/Models (see section 3.3.4 above)	3.3.4	<b>A010</b>	DI-CMAN -81551	<b>365</b> days after award

### C.5.0 PLACE AND PERIOD OF PERFORMANCE

**Place of Performance.** The Contractor is required to maintain its own facilities within 30 miles of Washington, DC. The majority of the work on this task order will take place in this facility. Access to government workspaces, including those where ILS Program activity is being conducted, will be provided upon presentation of standard visit requests and appropriate security clearances.

**Period of Performance.** Tasks shall be performed for these tasks in anticipated to be one (1) year from the time of award.).

### C.6.0 SPECIAL CONSIDERATIONS

#### C.6.1 For Official Use Only (FOUO) Information

The For Official Use Only (FOUO) marking is assigned to information at the time of its creation. It isn't authorized as a substitute for a security classification marking but is used on official government information that may be withheld from the public under various exemptions of the Freedom of Information Act (FOIA).

Use of FOUO markings doesn't mean that the information can't be released to the public, only that it shall be reviewed by the Naval Facilities Engineering Command (NAVFAC), Washington Navy Yard, Washington DC to its release to determine whether a significant and legitimate government purpose is served by withholding the information or portions of it.

An UNCLASSIFIED document containing FOUO information shall be marked "FOR OFFICIAL USE ONLY" on the bottom face and interior pages.

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Any FOUO information released to the contractor by the Navy is required to be marked with the following statement prior to transfer:

THIS DOCUMENT CONTAINS INFORMATION EXEMPT FROM MANDATORY DISCLOSURE UNDER THE FOIA. EXEMPTIONS(S) APPLY.

Removal of the FOUO marking can only be accomplished by the originator or other competent authority. DO NOT REMOVE ANY FOUO MARKING WITHOUT WRITTEN AUTHORIZATION FROM NAVY, OR THE AUTHOR. When the FOUO status is terminated, the contractor shall be notified.

You may disseminate FOUO information to your employees and subcontractors who have a need for the information in connection with this contract.

During working hours, reasonable steps should be taken to minimize risk of access by unauthorized personnel. FOUO information shall be placed in an out-of-sight location if the work area is accessible to persons who do not have a need for the information.

During nonworking hours, the information shall be stored in locked desks, file cabinets, bookcases, locked rooms, or similar items.

FOUO information may be transmitted via first-class mail, parcel post, fourth-class mail for bulk shipments only.

When no longer needed, FOUO information may be disposed by shredding each copy into pieces to preclude reconstructing, and placing it in a regular trash, or recycle container or in the uncontrolled burn.

Unauthorized disclosure of FOUO information doesn't constitute a security violation but the releasing agency should be informed of any unauthorized disclosure. The unauthorized disclosure of FOUO information protected by the Privacy Act may result in criminal sanctions.

Electronic transmission of FOUO information (voice, data, or facsimile) should be by approved secure communications systems whenever practical.

## **C.6.2 CONTRACTOR'S FACILITY**

The successful execution of this effort requires frequent interface with the ILS Program personnel at NAVFAC HQ Washington Navy Yard. Therefore, the Contractor shall establish within 30 calendar days of contract award, and maintain for the duration of the contract, an office in the Washington DC metro area within a fifty (30) mile commute to Washington Navy Yard, Washington DC.

## **C.6.3 HOURS OF OPERATION**

**C.6.3.1** The standard hours of operation for NAVFAC Washington Navy Yard, Washington DC site personnel are 0730-1700 Eastern Time, Monday-Friday. The standard hours of operation for remote site and travel destination work places are determined locally.

**C.6.3.2** Provisions shall be made by the Government to allow necessary building, site, and facility access for Contractor personnel on Federal holidays. One week notification shall be required to the COR and the lead government representative if the contractor employee requires access to a specific building or facility on the

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station and meets the essential personnel requirement. Contractor personnel who do not require access to such facilities on Federal holidays shall work at the Contractor facility or such other non-Government facility as may be determined by the Contractor as appropriate for the conduct of the work under this PWS.

**C.6.3.3** Hours of operation may be altered at no notice as necessitated by Force Protection posture or as a result of severe weather, disaster, fire, facility condition, security incident or other similar emergency or event.

**C.6.3.4** If an extraordinary day off, wherein Federal employees are excused from work with pay on what would be a normal work day without charge to leave, is granted to Federal employees by the direction of the President or an agency head, such as has occurred periodically on what would have been normal work days adjacent to major Federal holidays or on the occasion of Presidential funerals or national days of mourning, the Contractor shall continue to provide contracted services in accordance with the PWS unless and until necessary access to Government buildings, ships, sites and other facilities is precluded due to absence of Government personnel. If the Contractor personnel are unable to conduct their work at an assigned Government work place due to an extraordinary day off or excused leave for Government employees, the Contractor may, at its discretion, continue work at another appropriate facility if possible or else grant paid or unpaid time off to its personnel in accordance with its company policies. Any pay provided by a Contractor to its personnel for time off on such an extraordinary day off shall be a matter of discretion for the Contractor. Issues regarding contract payments for such time not worked would be a procurement matter within the purview of the contracting agency. Contractors, however, may allow covered employees to take paid leave benefits for that day off in accordance with the Contractor's standard leave policies. Time off will not be billed as a direct cost.

#### **C.6.4 EMERGENCY OPERATIONS**

**C.6.4.1** In the event normal access to any part of the NAVFAC HQ Washington Navy Yard, Washington DC command or any remote site or travel destination is closed as a result of fire, flood, severe weather, power failure, loss of other utilities, force protection posture, terrorist activity, military action, natural or man-made disaster, or other emergency resulting in Government personnel being dismissed or dispersed to other facilities, effected Contractor personnel shall be relocated or otherwise directed away from the emergency or disrupted area by the Contractor. The Contractor shall communicate with the COR as soon as possible to determine whether and when Government facilities may be once again available for use by appropriate Contractor personnel. If the COR cannot be reached, the Contractor shall contact the Contracting Officer. If Government facilities cannot be made available for Contractor use by the start of the following business day, Contractor personnel shall be relocated as directed by the Contractor who shall confer with the Contracting Officer at the earliest possible opportunity to make alternative facility arrangements for the continuation of contracted work.

**C.6.5 Points of Contact.** The contractor shall provide list of authorized personnel.

#### **C.6.6 Emergent Travel.**

Emergent travel shall be coordinated with the COR prior to travel. The Contractor shall inform the COR via electronic mail of the purpose of travel, Government POC, number of persons traveling, destination, estimated duration and cost in terms of both hours and dollars.

#### **C.6.7 GOVERNMENT FURNISHED PROPERTY**



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**C.6.7.1 Government Furnished Information (GFI).** The Contractor will be provided information required to complete the requirements of this task order within 3 days of Contractor requesting such data. All GFI shall be in accordance with FAR Clause 52.245-5 in Section I of the basic Seaport-e contract. Contractor access to classified files shall be coordinated at least 24 hours in advance with the Government ILS Point of Contact (POC).

**C.6.7.2 Access to Government Facilities.** Contractor personnel will require access to the Washington Navy Yard Building 33 during normal working hours (Mon-Fri 0700-1700 excluding Federal Holidays) and possibly on weekends or holidays during periods of high productivity. Access is controlled by programmable proximity cards, which will be supplied by the government. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them within 5 days of award. Contractor employees must be issued Controlled Access Cards (CAC) for access to the Washington Navy Yard and programmable proximity cards for access to Building 33. Employees needing such badges must submit the CVS Registration Form to the Contracting Officer's Representative (COR) through their Facility Security Officer at least 10 working days before they require access.

### **C.7.0 PERFORMANCE OBJECTIVE REVIEW**

The contractor shall provide a self assessment of its performance for this contract on a quarterly basis. This assessment shall be forwarded to ILS Program Technical Point of Contact,

**QUALIFICATION REQUIREMENT:** The following skills and experience are required for project staff: Specific experience is required in:

#### **DESIRED QUALIFICATIONS OF KEY PERSONNEL FOR FACILITIES ILS PROGRAM SUPPORT**

As a minimum, the offeror shall provide resumes for the following Key Personnel:

**Senior Project Manager:** The project manager will oversee and coordinate the accomplishment of efforts related to tasking, liaison directly with the ILS Program Technical Point of Contact, and serve as a Facilities ILS Subject Matter Expert in dealings within and external to NAVFACENCOM.

The Senior Project Manager shall have:

- (1) Minimum of a Bachelors Degree in engineering or science, with a preference of a registered professional engineer
- (2) Minimum of 7 years experience working with DOD Acquisition Category (ACAT) I and II programs, and working knowledge of DOD acquisition procedures and processes per the DOD and SECNAV 5000 series. Including major emphasis on working knowledge of facilities and infrastructure as related to the Systems Engineering, Logistics, PPBS, and POM budgeting processes.
- (3) Knowledge and understanding of the roles and responsibilities of the weapons acquisition community such as Program Executive Offices, Program Managers, Systems Commands, ASN/RDA, resource sponsors and the Fleet as outlined in SECNAVINST 5400.15C with a focus on facilities system engineering and integrated logistics support.
- (4) Knowledge and understanding of the roles and responsibilities of Assistant Secretary of the Navy, Fleet, NAVFACENCOM, CNIC, CNO and other participants in administering and support of the Navy's facilities and infrastructure program. To include, knowledge and understanding of the organizational structure, operations and culture of NAVFACENCOM, Navy Public Works Centers, Navy Regions, CNIC, the DON, CNO, and DOD, and working knowledge of the MILCON Team Planning, Programming Process.
- (5) Knowledge of DON environmental policy requirements associated with weapons acquisition programs including, but not limited to Executive Order 12114 and other DOD, federal and international requirements.
- (6) Experience with working independently, and/or leading others within an Integrated Product Team (IPT)

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environment.

- (7) Current and/or past DOD Acquisition Community Professional.
- (8) Ability to obtain and maintain a security clearance at the SECRET level.

**Senior Engineer:** The **Senior Engineer** will be **working** along side of the Task Order Project Manager and lead the development and production of technical work products supporting the ILS Program, and serve as a Facilities ILS Subject Matter Expert in dealings within and external to NAVFACENGCOM.

The Senior Engineer shall have:

- (1) Minimum of a Bachelors Degree in engineering or science, with a preference of a registered professional engineer.
- (2) Minimum of 5 years experience working with DOD Acquisition Category (ACAT) I and II programs, and working knowledge of DOD acquisition procedures and processes per the DOD and SECNAV 5000 series. Including major emphasis on working knowledge of facilities and infrastructure as related to the Systems Engineering, Logistics, PPBS, and POM budgeting processes.
- (3) Knowledge and understanding of the roles and responsibilities of the weapons acquisition community such as Program Executive Offices, Program Managers, Systems Commands, ASN/RDA, resource sponsors and the Fleet as outlined in SECNAVINST 5400.15C with a focus on facilities system engineering and integrated logistics support.
- (4) Minimum 3 years experience with performing and documenting technical system analyses including Analysis of Alternatives, Benefit/Cost Analysis, Trade-Off Studies, Spatial Analysis, and Strategic Planning. Preference will be given for experience with Facilities ILS products and services required within the DON Weapon Systems Acquisition process, and working knowledge of the MILCON Team Planning, Programming Process.
- (5) Experience with working independently, and/or leading others within an Integrated Product Team (IPT) environment.
- (6) Working knowledge and experience with Project Management software tools and technical document production.
- (7) Working knowledge of 3D scene visualization development and production.
- (8) Current and/or past DOD Acquisition Community Professional.
- (9) Ability to obtain and maintain a security clearance at the SECRET level.

**C.8.0 PERFORMANCE SURVEILLANCE**

**A QASP as attached in Section J.2 of this solicitation will be utilized to monitor contractor's performance.**

**C.9.0 TRAVEL.**

Travel and Per Diem will be subject to the Federal Joint Regulations and shall be in accordance with FAR 31.205-46. Receipts of all reimbursements over \$75.00 shall be included with the invoices and provided to the TOM. Electronic format is preferred.

**C.10.0 DELIVERABLES**

**C.10.1** Contractor shall deliver to NAVFAC HQ all deliverable items in accordance with the requirement

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specified in the PWS. Specific technical data will be included in individual Task Orders issued under the contract, either as CDRL's or specified in the Performance Work Statement (PWS). It is anticipated that data items ordered under individual orders will be required to be prepared using the standard Data Item Description (DID). It is anticipated that all deliverables prepared under this contract may be required to be delivered as either hardcopy and on electronic media or both as specified in the individual task orders. All CDRLs are provided in Section J, Attachment J.1.

Required reports (CDRLS and DIDs) are as follows:

CDRL A001, DID DI-ADMIN - 81505, Meeting Minutes  
CDRL A002, DID DI-MGMT - 81605, Program Briefing  
CDRL A003, DID DI-MISC - 80508B, Issue Paper  
CDRL A004, DID DI-MISC- 80508B, Weapon System Acquisition Program Status Report  
CDRL A005, DID DI-ILSS - 80531, Independent Logistics Assessment Report  
CDRL A006, DID DI-MGMT - 80227, Contract Monthly Status Report  
CDRL A007, DID DI-FACR - 80976, Facilities Requirements Assessment Report  
CDRL A008, DID DI- FACR - 80976, Platform Basic Facilities Requirements  
CDRL A009, DID DI-ILSS - 80531, Facilities Management Plan  
CDRL A010, DID DI-CMAN - 81551, Scene Visualization

**C.10.2. CPFF** type task orders, the actual *expended* hours and amounts by labor classification, the actual *expended* travel expenses, and the actual *expended* other direct costs. This information shall be provided by individual task order, with totals across all CPFF task orders.

#### **C.11.0 SECURITY REQUIREMENTS**

The work to be performed under this contract may involve access to, handling of, and generation of classified material. The contractor shall appoint a Security Officer, who shall be responsible for all aspects of the work performed under this contract, (2) assure compliance with all DoD and U.S. Navy specific regulations regarding security, and (3) assure compliance with any written instructions from the Security Officers of the activity issuing task orders under this contract. The actual DD Form 254 will be completed after contract award.

Under this task order, a DD Form 254 – Required – Key Personnel Only - Secret

**CLAUSES:** ("NFAS Clause 5252.209-9300, Organizational Conflicts of Interest" was moved to Section H.1)

#### **C.12 NAVFAC ADDITIONAL REQUIREMENT/INFORMATION:**

##### **NAVFAC - POST AWARD MEETING**

(a) A Post Award Meeting with the successful offeror will be conducted within 15 working days after award of the contract. The meeting will be held (TBD at contract award).

(b) The contractor will be given at least five working days notice prior to the date of the conference by the Contracting Officer.

(c) The requirement for a Post Award meeting shall, in no event, constitute grounds for excusable delay by the Contractor in performance of any provisions in the contract.

#### **C.13 LIMITATION OF FUNDS**

The **Funding** is subject to the provisions of the clause entitled "Limitation of Funds" FAR 52.232-22 located in Section I of the Seaport-e basic contract.

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## **SECTION D PACKAGING AND MARKING**

**D.1.0 Packaging and marking** shall be in accordance with the Section D of the SeaPort-e Multiple Award IDIQ contract.

**All Deliverables shall be packaged and marked in accordance with Best Commercial Practice.**

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## **SECTION E INSPECTION AND ACCEPTANCE**

**E.1 Inspection and Acceptance shall be in accordance with Section E of the SeaPort-e Multiple Award IDIQ contract and as supplemented by the following performance assessment standard.**

**As noted in Section C.6.0, a QASP is attached in Section J.2 of this solicitation will be utilized to monitor contractor's performance.**

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## SECTION F DELIVERABLES OR PERFORMANCE

**Deliveries or performance** shall be in accordance with the Section F of the SeaPort-e Multiple Award IDIQ contract and as describe below.

The periods of performance for the following items are from date of task order award through 12 months thereafter estimated at:

CLIN 4000: 30 September 2011 - 29 September 2012

CLIN 6000: 30 September 2011 - 29 September 2012

Clauses that are to be incorporated are in accordance with Section F of the Multiple Award Basic Contract.

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## SECTION G CONTRACT ADMINISTRATION DATA

**Contract Administration Data** shall be in accordance with the Section G of the SeaPort-e Multiple Award IDIQ contract and as describe below.

### **G.1 CONTRACT ADMINISTRATION DATA**

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the DD Form 1155, as applicable.

Same information as in Block 6 of DD Form 1155 (task order cover page).

Same information as in Block 6 of DD Form 1155 (task order cover page).

**(End of Text)**

### **G.1.1 CONTRACTING OFFICER'S REPRESENTATIVE**

The Contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

Additional Points of Contact:

Contract Specialist:

Maria Socorro C. Nailat  
Specialty Center Acquisitions NAVFAC  
Code AQ02/Naval Base Ventura County  
1100 23<sup>rd</sup> Ave Bldg 1100  
Port Hueneme, CA 93043-4347  
Email: [Maria.Nailat@Navy.mil](mailto:Maria.Nailat@Navy.mil)  
Tel : (805) 982-5092

Contracting Officer:  
Mr. Joseph F. Chojnacki  
Specialty Center Acquisitions NAVFAC  
Code AQ02/Naval Base Ventura County  
1100 23<sup>rd</sup> Ave Bldg 1100  
Port Hueneme, CA 93043-4347  
Email: [joseph.chojnacki@navy.mil](mailto:joseph.chojnacki@navy.mil)  
Tel: (805) 982-3872

Defense Contract Audit Agency (DCAA) -  
DCAA Springfield Branch Office  
5904 Richmond Highway, Suite 200  
Alexandria, VA 22303

Defense Contract Management Activity (DCMA): The same as Block 7 of DD Form 1155

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## **G.2 GENERAL INFORMATION:**

**G.2.1 NORTH AMERICAN INDUSTRY CLASSIFICATION SYSTEM (NAICS) CODE AND SMALL BUSINESS SIZE STANDARD.** The NAICS code and small business size standard for this acquisition appear in Section G of this solicitation. However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not manufacture, is 500 employees. Remember to review the NAICS codes listed in your CCR record and make sure that you have listed the NAICS code for this procurement with a 500 employee size standard.

**G.2.2 CENTRAL CONTRACTOR REGISTRATION.** Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the Internet at <http://www.ccr.gov> or by calling 1-888-227-2423 or 269-961-5757.

**Note: A contract cannot be awarded to a contractor not registered in CCR**

## **G.3 AVAILABILITY OF REQUIREMENT DOCUMENTS CITED IN THE SOLICITATION:**

Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

**G.4 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) Number.** (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the Central Contractor Registration (CCR) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address.

The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

**G.5 DEBRIEFING.** If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (1) A brief explanation of the basis for the contract award decision.

(End of Provision)

## **G.6 CONTRACT TYPE, COR, ACOR**

### **G.6.1 ADMINISTRATION OF CONTRACT SECURITY**

The DIS for this Contract to be determined at award.

**AUTHORIZED CHANGES ONLY BY THE CONTRACTING OFFICER**

(a) Except as specified in paragraph (b) below, no order, statement, or conduct of Government personnel who visit the Contractor's facilities or in any other manner communicates with Contractor personnel during the performance of this



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contract shall constitute a change under the "Changes" clause of this contract.

(b) The Contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the contracting Officer, or is pursuant to specific authority otherwise included as a part of this contract.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirement of this contract and notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the direction of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any increase in charges incurred as a result thereof. The address and telephone number of the Contracting Officer is:

NAME: Joseph F. Chojnacki  
ADDRESS: Specialty Center Acquisitions, NAVFAC (SCAN)  
Code AQ02, Naval Base Ventura County  
1100 23rd Avenue Bldg. 1100  
Port Hueneme, CA 93043-4347  
Telephone Number: (805)982-3872  
Email: [joseph.chojnacki@navy.mil](mailto:joseph.chojnacki@navy.mil)

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

(a) The COR for this contract is:

COMMANDER  
ATTN: ALEX VIANA  
DEPUTY PROGRAM MANAGER  
FACILITIES INTEGRATED LOGISTICS SUPPORT  
NAVFAC HQ, ASSET MANAGEMENT  
1332 PATTERSON AVENUE, SE,  
BUILDING 33, SUIT 1000  
WASHINGTON NAVY YARD, DC 20374-5065

Telephone No. (202) 685-9169  
Fax No. (202) 685-1475  
Email Address: [alex.viana@navy.mil](mailto:alex.viana@navy.mil)

(b) The Alternate COR (ACOR) for this contract is:

COMMANDER  
ATTN: To Be Determined  
DEPUTY PROGRAM MANAGER FACILITIES INTEGRATED  
LOGISTICS SUPPORT  
NAVFAC HQ, ASSET MANAGEMENT  
1332 PATTERSON AVENUE, SE,  
BUILDING 33, SUIT 1000  
WASHINGTON NAVY YARD, DC 20374-5065

Telephone No. To Be Determined  
Fax No. To Be Determined  
Email Address: To Be Determined

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(c) The COR will act as the Contracting Officer's Representative for technical matters, providing technical clarification, as necessary, with respect to the specification or statement of work, and monitoring the progress and quality of the Contractor's performance. The COR is not an Administrative Contracting Officer and does not have authority to direct the accomplishment of effort which is beyond the scope of the Statement of Work in the contract or delivery order.

(d) When, in the opinion of the Contractor, the COR requests effort outside the existing scope of the contract or delivery order, the Contractor shall promptly notify the Contracting Officer in writing. No action shall be taken by the Contractor under such direction until the Contracting Officer has issued a modification to the contract or delivery order, or until the issue has been otherwise resolved.

(e) In the event that the COR named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the COR will be the responsibility of the Alternate COR.

#### CLAUSES INCORPORATED BY FULL TEXT

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

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

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

(End of clause)

**NFAS 5252.232-9301 Invoicing Procedures Electronic.** As prescribed in 32.7004 insert a clause substantially the same as the following:

#### INVOICING PROCEDURES ELECTRONIC (NOV 2009)

(a) In accordance with DFARS Clause 252.232-7003 titled "Electronic Submission of Payment Requests", this contract/order requires use of the DoD Wide Area Workflow (WAWF) system for the submission of invoices. 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 rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices will 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 Point of Contact (EBPOC), 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. Additional Vendor information is also available at [http://acquisition.navy.mil/rda/home/acquisition\\_one\\_source/ebusiness/don\\_ebusiness\\_solutions/wawf\\_overview/vendor\\_information](http://acquisition.navy.mil/rda/home/acquisition_one_source/ebusiness/don_ebusiness_solutions/wawf_overview/vendor_information). Here you will find information on "Getting Started" as well as "Quick Reference Guides".

(c) Within ten (10) days after award, the designated CCR EBPOC is responsible for activating the company's CAGE code in WAWF by calling 1-866-618-5988 for the DISA WAWF Helpdesk, email address [cscassig@csd.disa.mil](mailto:cscassig@csd.disa.mil). Once the company's CAGE code is activated, the CCR EBPOC must self-register under the company's CAGE code NAVFAC Acquisition Supplement (NFAS) **2006 Edition** 123 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>.

(d) The contractor shall use the following document type, DODAAC codes with

corresponding extensions, and inspection and acceptance locations when submitting invoices in WAWF:

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Initial Document Creation requires the following:

Contract Number	N00178-07-D-5052
Delivery Order Number	EJG1
Cage Code/Ext	1N0X5
Pay DoDAAC	HQ0338
Document Type	Invoice as 2-in-1 (Services Only)' for services contracts that are paid using an other than DFAS STARS One Pay entitlement system.
Issue Date	29 SEPTEMBER 2011
Issue By DoDAAC	N62583
Admin By DoDAAC	N62583
Inspect By DoDAAC/Ext	N00025
Ship To Code/Ext or Service Acceptor or Accept By DoDAAC/Ext	N00025
Ship From Code/Ext	"LEAVE BLANK"
LPO DoDAAC/Ext	N62583
Once Submitted, select "Send More Email Notifications"	
Inspector Email Address	<a href="mailto:alex.viana@navy.mil">alex.viana@navy.mil</a>
Accountable Official Email Address	"Not Applicable"
Operations Assistant (OA) Email Address	To Be Determined
Activity Fund Administrator email Address	Fill In, if applicable or specify ?Not Applicable?

The NAVFAC WAWF point of contact for this contract is Maria Nailat and can be reached at email: [maria.nailat@navy.mil](mailto:maria.nailat@navy.mil) or telephone (805) 982-5092

Note: Supporting documentation must be attached. File names cannot contain spaces or special characters, except underscore "\_" which is an acceptable character. There is NO maximum to the number of files that can be attached to an invoice, however EACH file is limited to a maximum file size UNDER 2 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to "Send More Email Notifications." Select "Send More Email Notification" and add additional email addresses noted above in the first email address blocks. This additional notification to the Government is important to ensure that the specific acceptor/receiver is aware the invoice documents have been submitted into WAWF.

(f) If you have any questions regarding WAWF, please contact the WAWF DFAS helpdesk at 877-251-WAWF

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(9293) or email address of CCL-EC-Navy-WAWF-helpdesk@dfas.mil, or the NAVFAC WAWF point of contact identified above in section (d). (End of clause)

Accounting Data

SLINID	PR Number	Amount
400001	N0002511RC2090R	
LLA :		
AA 1711804	KU2N 252 FA678 2 068342 2D 04B2N0	9102X252102X
DOC#: N0002511RC2090R		
FUND TYPE: O&M,N		
EXPIRATION DATE: 30 SEPTEMBER 2011		

600001	N0002511RC2090R	
LLA :		
AA 1711804	KU2N 252 FA678 2 068342 2D 04B2N0	9102X252102X
REQUISITION #: N0002511RC2090R		
FUND TYPE: O&M,N		
FUND EXPIRATION DATE: 30 SEPTEMBER 2011		

BASE Funding  
Cumulative Funding

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### SECTION H - SPECIAL CONTRACT REQUIREMENTS:

**Special contract requirements** (Section H Clauses) shall be in accordance with Section H of Seaport-e Multiple Award IDIQ contracts and as described below.

#### **H.1 MANDATORY REQUIREMENTS:**

Offerors must meet all mandatory requirements at time of proposal submission, or have an acceptable plan to meet the requirements by start date of the task order performance. In addition, mandatory requirements must be maintained throughout the life of the task order. The mandatory requirements are as follows:

**The following clauses are incorporated by full text:**

*5252.209-9300 Organizational Conflicts of Interest. As prescribed in 9.507-2, insert the following clause:*

#### ***ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)***

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

(End of clause)

**Organizational Conflict of Interest (OCI) Certification/Mitigation Plan** - The offeror shall certify compliance with the OCI clause or present an acceptable plan to neutralize any actual or perceived organizational conflict of interest. The certification and/or mitigation plan shall cover all team members.

#### **Post Award Training Requirements**

The contractor shall comply with all of the security requirements outlined and referenced in the DD254 (when applicable) and its attachments.

The contractor shall require each personnel performing on this contract to take and complete any applicable training.

The contractor shall maintain a list of personnel who have completed the training specified in 91.12e.(1) above. This list shall be submitted with a letter certifying that the list is current, complete, and accurate as of the date of submission. The list and certification shall be submitted to the COR, with a copy to the Contracting Officer, within 5 days of issuance of this contract and quarterly thereafter. When there are any changes to contractor's personnel or when it is specifically requested by the COR or Contracting Officer, the list and certification shall be provided within 5 days from the date of the request.

#### **H.2 HOLIDAYS**

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(a) All or a portion of the effort under this contract will be performed on a Government installation. Listed below are the holidays observed by the Federal Government. The Contractor will not be allowed to work on the Government installation on these days.

<u>NAME OF HOLIDAY</u>	<u>TIME OF OBSERVANCE</u>
New Year's Day	1 January
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 <sup>th</sup> of July
Labor Day	First Monday in September
Columbus Day	Second Monday in October
Veteran's Day	11 November
Thanksgiving Day	Fourth Thursday in November
Christmas Day	25 December

(b) In the event any of the above holidays occur on Saturday or a Sunday, then such holiday shall be observed by the Contractor in accordance with the practice as observed by the assigned Government employees at the using activity.

(c) If the contractor is prevented from performance as the resulting of an Executive Order or an administrative leave determination applying to the using activity, such time may be charged to the contract as direct cost provided such charges are consistent with the contractor's accounting practices.

### **H.3 NOTICE OF CONSTRUCTIVE CHANGES**

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

### **H.4 PERFORMANCE AT GOVERNMENT INSTALLATION**

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

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**H.5 NOTICE TO CONTRACTOR OF CERTAIN DRUG DETECTION PROCEDURES**

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

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

(1) Routine inspection of contractor occupied work spaces.

(2) Random inspections of vehicles on entry or exit, with drug detection dog teams as available, to eliminate them as a safe haven for storage of or trafficking in illegal drugs.

(3) Random inspections of personal possessions on entry or exit from the installation.

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

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

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

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

**H.6 GOVERNMENT FURNISHED INFORMATION – See Section C.4.7.1**

**H.7 KEY PERSONNEL.**

NAVFAC 5252.237-9301 Substitution of Key Personnel (June 1994)

The contracting officer shall provide complete resumes for proposed substitutes, any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of other persons being replaced. The Contracting Officer will notify the Contractor within 15 days after receipt of all required information of the consent on substitutes. No change in fixed unit price may occur as a result of key personnel substitution. (End of Clause)

a. Key Personnel List:

**POSITION**

**Program Manager**  
Senior Engineer

b. Key Personnel minimum qualifications are specified in the Performance Work Statement (PWS), Section C.5

**H.8 ACCESS TO GOVERNMENT SITES**

(a) Contractor personnel shall comply with all current badge and security procedures required to gain access to

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any government site. The contractor shall ensure that contractor personnel employed on any government site become familiar with and obey activity regulations. Contract personnel shall not enter restricted areas unless required to do so and until cleared for such entry

(b) All contractor equipment shall be conspicuously marked for identification. The contractor shall strictly adhere to Federal Occupational Safety and Health Agency (OSHA) Regulations, Environmental Protection Agency (EPA) Regulations, and all applicable state and local requirements.

#### **H.9 CONTRACTUAL AUTHORITY AND COMMUNICATIONS**

(a) Except as specified in subparagraph (b) below, no order, statement, or conduct of any government personnel who visit the contractor's facilities or in any manner communicates with contractor personnel during the performance of this task order shall constitute a change under the Changes clause of this contract.

(b) The contractor shall not comply with any order, direction or request of government personnel unless it is issued in writing and signed by the Contracting Officer, or in pursuant to specific authority otherwise included as a part of this task order.

(c) The Contracting Officer is the only person authorized to approve changes in any of the requirements of this task order and, notwithstanding provisions contained elsewhere in this task order, the said authority remains solely the Contracting Officer's. In the event the contractor effects any change at the directions of any person other than the Contracting Officer, the change will be considered to have been made without authority and not adjustment will be made in the task order price to cover any increase in charges incurred as a result thereof.

#### **H.10 TASK ORDER PROCESS**

Task Order process is in accordance with the Section H of the Seaport-E Contract.

#### **H.11 WAGE DETERMINATION**

The Service Contract Act (SCA) applies in this requirement. The Department of Labor wage determination for Washington DC is available at <http://www.dol.gov/>. Compliance with the Department of Labor Wage Determination is mandatory.

#### **H.12 CERTIFICATION OF NON-DISCLOSURE STATEMENT**

Contractor shall provide to the PCO Non Disclosure Statements (Section J, Attachment J.8) from all contractor personnel working on-site at Naval Facilities Engineering Command (NAVFAC) Asset Management Business Line (AMBL) Program Office, Washington D.C. and Other Related Program within this contract immediately upon start of work.

#### **H.13 NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS**

For the purposes of FAR 52.219-6, NOTICE OF SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, AND 52.219-27 NOTICE OF TOTAL SERVICE DISABLED VETERAN OWNED BUSINESS SET ASIDE, the determination of whether 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 and as further determined in accordance with Special Contract Requirement in Section H.



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## SECTION I CONTRACT CLAUSES

### SECTION I CONTRACT CLAUSES

**Contract Clauses** shall be in accordance with the SeaPort-e Multiple Award basic contract for COST PLUS FIXED FEE Task Orders and as describe below:

The following clauses are incorporated by reference:

FAR 52.219-14, Limitations on Subcontracting  
FAR 52.222-2, Payment of Overtime Premiums

The following clauses are incorporated by full text:

#### **52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)**

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that 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 criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall represent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

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(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall represent its size status in accordance with the size standard in effect at the time of this representation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/services/contractingopportunities/sizestandardstopics/>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Online Representations and Certifications Application and its data in the Central Contractor Registration, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in ORCA, or does not have a representation in ORCA for the NAICS code applicable to this contract, the Contractor is required to complete the following representation and submit it to the contracting office, along with the contract number and the date on which the representation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 541330- assigned to contract number TBD.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

#### **52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the

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contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

*This Statement is for Information Only:  
It is not a Wage Determination*

<b>Employee Class</b>	<b>Monetary Wage—Fringe Benefits</b>
-----	-----
-----	-----
-----	-----
-----	-----

(End of clause)

**252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements**

As prescribed in 222.7405, use the following clause:

RESTRICTIONS ON THE USE OF MANDATORY ARBITRATION AGREEMENTS (DEC 2010)

(a) *Definitions.* As used in this clause—

“Covered subcontractor” means any entity that has a subcontract valued in excess of \$1 million, except a subcontract for the acquisition of commercial items, including commercially available off-the-shelf items.

“Subcontract” means any contract, as defined in Federal Acquisition Regulation subpart 2.1, to furnish supplies or services for performance of this contract or a higher-tier subcontract there under.

(b) The Contractor—

(1) Agrees not to—

(i) Enter into any agreement with any of its employees or independent contractors that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision of an existing agreement with an employee or independent contractor that mandates that the employee or independent contractor resolve through arbitration—

(A) Any claim under title VII of the Civil Rights Act of 1964; or

(B) Any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

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(2) Certifies, by signature of the contract, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce, any provision of any existing agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) of this clause in accordance with Defense Federal Acquisition

Regulation Supplement 222.7404.

(End of clause)

*(Revised May 5, 2011)*

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## SECTION J LIST OF ATTACHMENTS

ATTACH J.1 A001, DID DI ADMIN 81505 MEETING MINUTES

ATTACH J.1 A002 DID DI MGMT 81605 PROGRAM BRIEFING

ATTACH J.1 CDRL A003 DID DI MISC 80508B ISSUE PAPER

ATTACH J.1 A004 DID DI MISC 80508B WEAPONS SYSTEM ACQUISITION PROGRAM STATUS REPORT

ATTACH J.1 CDRL A005 DID DI ILSS 80531 INDEPENDENT LOGISTICS ASSESSMENT REPORT

ATTACH J.1 CDRL A006 DID DI MGMT 80227 CONTRACT MONTHLY STATUS REPORT

ATTACH J.1 CDRL A007 DID DI FACR 80976 FACILITIES REQUIREMENT ASSESSMENT REPORT

ATTACH J.1 CDRL A008 DID DI FACR 80976 PLATFORM BASIC FACILITIES REQUIREMENTS

ATTACH J.1 CDRL A009 DID DI ILSS 80531 FACILITIES MANAGEMENT PLAN

ATTACH J.1 CDRL A010 DID DI CMAN 81551 SCENE VISULIZATION

ATTACH J.2 QUALITY ASSURANCE SURVEILLANCE PLAN

ATTACH J.3 GOVERNMENT INFORMATION SHEET

ATTACH J.4 PAST PERFORMANCE QUESTIONNAIRE

ATTACH J.6 SUPPORTING COST DATA

ATTACH J.8 CERTIFICATE OF NON DISCLOSURE STATEMENT

ATTACH J.9 DOL WAGE DETERMINATION NO WD 05 2103 REV 1 1 DATED 17JUNE11

ATTACH J.5 COST SUMMARY FORMAT

ATTACH J.4 RELEVANT EXPERIENCE FORM