|  |  |  |  |
| --- | --- | --- | --- |
| SOLICITATION, OFFER AND AWARD | 1. **THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)** | RATING | PAGE OF PAGE |
|  | 1 | 41 |
| 2. CONTRACT NUMBER | 3. SOLICITATION NUMBER | 4. TYPE OF SOLICITATION[ ]  SEALED BID (IFB)[x]  NEGOTIATED (RFP) | 5. DATE ISSUED | 6. REQUISITION/PURCHASE NUMBER |
|  | **HDQMWR-18-R-00XX** |   |  |
|
| 7. ISSUED BY CODE |  | 8. ADDRESS OFFER TO *(If other than item 7)* |
| COMMANDER, NAVY INSTALLATIONS COMMANDNAF ACQUISITIONS BRANCH N9455720 INTEGRITY DRIVE LASSEN BUILDING 457MILLINGTON, TN 38055-6500POC: CONTRACTING OFFICER, 901-874-XXXX CONTRACTING.OFFICER@NAVY.MIL |  |
| **NOTE: In sealed bid solicitations “offer” and “offeror” mean “bid” and “bidder”.** |
| **SOLICITATION** |
| 9. Sealed offers in original and  | x | copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if |
|  hand carried, in the depository located in |  | until | **\*** | local time | **\*** |  |
|  |  |  | *(Hour)* |  | (Date) |  |
| CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. L-6. All offers are subject to all terms and conditionscontained in this solicitation. |
| **10. FOR****INFORMATION****CALL:** | A. NAME | B. TELEPHONE *(NO COLLECT CALLS)* | C. E-MAIL ADDRESS |
| **CONTRACTING OFFICER** | AREA CODE | NUMBER | EXT. | **contracting.officer@navy.mil** |
|  901 | 874 - XXXX |  |
| 11. TABLE OF CONTENTS |
| (X) | SEC. | DESCRIPTION | PAGE(S) | (X) | SEC. | DESCRIPTION | PAGE(S) |
| PART I - THE SCHEDULE | PART II - CONTRACT CLAUSES |
| X | A | SOLICITATION/CONTRACT FORM | 1 | X | I | CONTRACT CLAUSES |  |
| X | B | SUPPLIES OR SERVICES AND PRICES/COSTS |  | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH. |
| X | C | DESCRIPTION/SPECS./WORK STATEMENT |  | X | J | LIST OF ATTACHMENTS |  |
|  | D | PACKAGING AND MARKING |  | PART IV - REPRESENTATIONS AND INSTRUCTIONS |
| X | E | INSPECTION AND ACCEPTANCE |  | X | K | REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS |  |
| X | F | DELIVERIES OR PERFORMANCE |  |  |
| X | G | CONTRACT ADMINISTRATION DATA |  | X | L | INSTRS., CONDS., AND NOTICES TO OFFERORS |  |
| X | H | SPECIAL CONTRACT REQUIREMENTS |  | X | M | EVALUATION FACTORS FOR AWARD |  |
| **OFFER *(Must be fully completed by offeror)*** |
|  |
| 12. In compliance with the above, the undersigned agrees, if this offer is accepted within |  | calendar days *(60 calendar days unless a different* |
|  *period is inserted by the offeror)* from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule. |
| 13. **DISCOUNT FOR PROMPT PAYMENT** | 10 CALENDAR DAYS (%) | 20 CALENDAR DAYS (%) | 30 CALENDAR DAYS (%) | CALENDAR DAYS (%) |
|  *(See Section I, Clause No. 17)* |  |  | NET 30 |  |
| 14. **ACKNOWLEDGMENT OF AMEND-** **MENTS** (*The offeror acknowledges receipt of* *amendments to the SOLICITATION for offerors* *and related documents numbered and dated):* | AMENDMENT NO. | DATE | AMENDMENT NO. | DATE |
|  |  |  |  |
|  |  |  |  |
| 15A. NAME AND ADDRESS OF OFFEROR | CODE |  | FACILITY |  | 16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)* |
|  |
|  |
| 15B. TELEPHONE NUMBER | [ ]  | 15C. **CHECK IF REMITTANCE ADDRESS** **IS DIFFERENT FROM ABOVE - ENTER** **SUCH ADDRESS IN SCHEDULE.** | 17. SIGNATURE | 18. OFFER DATE |
| AREA CODE | NUMBER | EXT. |  |  |
|  |  |  |
| **AWARD *(To be completed by Government)*** |
| 19. ACCEPTED AS TO ITEMS NUMBERED | 20. AMOUNT   | 21. ACCOUNTING AND APPROPRIATION |
|   |  | **NON APPROPRIATED FUNDS** |
| 22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: | 23. **SUBMIT INVOICES TO ADDRESS** **SHOWN IN** *(4 copies unless otherwise specified)* | ITEM |
|  [ ]  10 U.S.C. 2304(c) | ( |  | ) | [ ]  41 U.S.C. 253(c) | ( |  | ) | SEE BLOCK 7 |
| 24. ADMINISTERED BY *(If other than Item 7)* CODE |  | 25. PAYMENT WILL BE MADE BY CODE |  |
|  |  | See Section G |  |
| 26. NAME OF CONTRACTING OFFICER *(Type or print)* | 27. UNITED STATES OF AMERICA | 28. AWARD DATE |
|  |  |  |
| *(Signature of Contracting Officer)* |
| IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice. |
| AUTHORIZED FOR LOCAL REPRODUCTIONPrevious edition is unusable | **STANDARD FORM 33** (REV. 9-97)Prescribed by GSA - FAR (48 CFR) 53.214 (c) |

**PART I, SECTION B: SUPPLIES OR SERVICES AND PRICES/COSTS**

**B-1 GENERAL**: This is a procurement of the Commander, Navy Installations Command (CNIC) Morale, Welfare, and Recreation (MWR) Nonappropriated Funds Instrumentality (NAFI), hereinafter referred to as NAFI.

**B-2 TYPE OF CONTRACT:** It is anticipated that this solicitation is to be awarded as a Firm-Fixed Price type contract with a Base Year of One (1) year with Four (4) One Year option periods.

**B-3 SUPPLIES AND/OR SERVICES PRICE/COST SCHEDULE**: Offeror is to fill in the proposed pricing table below. The Government anticipates a labor mix from the below list of CLINS that will be utilized for responding to anticipated task orders based on the scope of the contract.

**B-4 AWARD:** Upon award of contract, Sections K, L, and M of the solicitation, and the Contractor’s technical proposal, including any revisions will be incorporated by reference subject to Clause 16, Order of Precedence.

|  |
| --- |
| **Base Year** |
| **CLINs** | **Labor Category** |  **On-Site Rate** |  **Off-Site Rate** |
| CLIN 0001 | Administrative Manager |  $ -  |  $ -  |
| CLIN 0002 | Other Direct Cost |   |
| CLIN 0002A | Travel | NTE |  $ -  |
| CLIN 0002B | Materials, Postage, Licenses, etc. | NTE |  $ -  |

|  |
| --- |
| **Option Year One (1)**  |
| **CLINs** | **Labor Category** |  **On-Site Rate** |  **Off-Site Rate** |
| CLIN 1001 | Administrative Manager |  $ -  |  $ -  |
| CLIN 1002  | Other Direct Cost |   |
| CLIN 1002A | Travel | NTE |  $ -  |
| CLIN 1012B | Materials, , Postage, Licenses, etc. | NTE |  $ -  |

|  |
| --- |
| **Option Year Two (2)** |
| **CLINs** | **Labor Category** |  **On-Site Rate** |  **Off-Site Rate** |
| CLIN 2001 | Administrative Manager |  $ -  |  $ -  |
| CLIN 2002  | Other Direct Cost |   |
| CLIN 2002A | Travel | NTE |  $ -  |
| CLIN 2002B | Materials, , Postage, Licenses, etc. | NTE |  $ -  |

|  |
| --- |
| **Option Year Three (3)** |
| CLINs | Labor Category |  **On-Site Rate** |  **Off-Site Rate** |
| CLIN 3001 | Administrative Manager |  $ -  |  $ -  |
| CLIN 3002  | Other Direct Cost |   |
| CLIN 3002A | Travel | NTE |  $ -  |
| CLIN 3002B | Materials, , Postage, Licenses, etc. | NTE |  $ -  |

|  |
| --- |
| **Option Year Four (4)** |
| **CLINs** | **Labor Category** |  **On-Site Rate** |  **Off-Site Rate** |
| CLIN 4001 | Administrative Manager |  $ -  |  $ -  |
| CLIN 4002 | Other Direct Cost |   |
| CLIN 4002A | Travel | NTE |  $ -  |
| CLIN 4002B | Materials, , Postage, Licenses, etc. | NTE |  $ -  |

Base Year & All Option Years Total Estimated Price $ \_\_\_\_\_\_\_\_\_\_\_\_\_\_

 **(END OF SECTION B)**

**PART I, SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

**PERFORMANCE WORK STATEMENT**

1. **INTRODUCTION.**
2. **SCOPE.**
3. **BACKGROUND.**
4. **MAIN TASK ORDER OBJECTIVES.**
5. **APPLICABLE DOCUMENTS AND REFERENCES.**
6. **TASK REQUIREMENTS**
7. **DELIVERABLES AND ACCEPTANCE**
8. **QUALITY CONTROL AND CONFLICTS OF INTEREST**
9. **PERFORMANCE CRITERIA**

Operational Hours. The normal duty schedule is between the hours of 0800 - 1700. The duty schedule is subject to change based on government requirements.

* 1. Federal Holidays - The U.S. Government recognizes the following Legal Holidays established by Federal Statute:
* New Year’s Day – January 1
* Martin Luther King Jr. Day – Third Monday in January
* President’s Day – Third Monday in February
* Memorial Day – Last Monday in May
* Independence Day – July 4
* Labor Day – First Monday in September
* Columbus Day – Second Monday in October
* Veteran’s Day – November 11
* Thanksgiving Day – Fourth Thursday in November
* Christmas Day – December 25
	1. When one of the above designated legal holidays falls on a Sunday, the following Monday will be observed as a legal holiday. When a legal holiday falls on a Saturday, the proceeding Friday is observed as a legal holiday. The list of holidays relates to Government duty days and is not intended to supplement or otherwise alter the provisions of any Wage Determination or Collective Bargaining Agreement regarding applicable paid holidays.
	2. In addition to the days designated as holidays, the Government observes the following days:
* Any other day designated by Federal Statute
* Any other day designated by Executive Order
* Any other day designated by a Presidential Proclamation
	1. It is understood and agreed between the Government and the contractor that observance of such days by Government personnel shall not be a reason for an additional period of performance or entitlement of compensation except as set forth within the task order. In the event the contractor’s personnel work during a holiday or other day observed by the Government employees (see above holiday listing), the contractor may reimburse them; however, no form of holiday or other premium compensation will be reimbursed by the Government, either as a direct or indirect cost, other than their normal compensation for the time worked.
	2. When the Department of Defense grants excused absence to its employees, the contractor agrees to continue sufficient personnel to perform critical tasks already in operation or scheduled, and the contractor shall be guided by the instructions issued by the Contracting Officer or the Contracting Officer’s Representative (COR).
	3. If Government personnel are furloughed, the contractor shall contact the Contracting Officer or the COR to receive direction. It is the Government’s decision as to whether contract support will be affected as a result of Government shutdown and/or furloughed Government employees.
	4. Nothing in this section abrogates the rights and responsibilities of the parties relating to any “stop work” clause or provision included in other sections of the contract.
	5. Overtime is not authorized under this contract.
1. **GOVERNMENT/NAFI FURNISHED EQUIPMENT**
2. **EDUCATION AND EXPERIENCE**
3. **KEY PERSONNEL**
4. **SECURITY**. The contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this contract. The contractor shall not disclose and must safeguard sensitive information, computer systems and data, privacy act data, and Government and contracted personnel work products that are obtained or generated in the performance of this contract.
	1. The contractor is responsible for safeguarding information of a sensitive nature. Failure to safeguard any privileged information which may involve the contractor or the contractor's personnel or to which they may have access may subject the contractor and/or the contractor's employees to criminal liability under Title 18, section 793 and 7908 of the United States Code.
	2. Clearances. All contractor employees supporting this project require a minimum of a National Agency Check and Inquiries (NACI) clearance.
5. **CONFIDENTIALITY.**  This project and all materials provided to the Contractor by the Government and results, conclusions and recommendations obtained thereof shall be considered confidential in nature and treated with the same level of care that the Contractor treats its own confidential business information. The information shall not be disclosed, copied, modified, used (except in the completion of this project) or otherwise disseminated to any other person or entity at any time to include, but not limited to inclusion in any database external to the Government without the Government’s express consent.

1. **INTELLECTUAL PROPERTY RIGHTS.** No data provided to, or developed by, the contractor shall be used for any purpose other than this contract and subsequent task orders. All information (data files and hard copy) become the property of the government and the contractor shall return them to the designated program manager and or COR, at the completion of the task.
2. **PRIVACY ACT**. Personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code, Section 552a and applicable agency rules and regulations. Any information reported, summarized, or otherwise considered procurement sensitive that comes about through the work performed will not be distributed or discussed outside the framework of the Data Layer Optimization Project. All programs and materials developed at government expense during the course of this contract are the property of the government. Contractor personnel shall be required to obtain and maintain security badges and adhere to the security requirements of the installation. The Government will retain rights to all intellectual property produced in the course of performing the tasks in this PWS.

**(End of Section C)**

**PART I, SECTION D: PACKAGING AND MARKING- NOT APPLICABLE**

**(End of Section D)**

**PART I, SECTION E: INSPECTION AND ACCEPTANCE**

E.1 SURVEILLANCE, INSPECTIONS, AND ACCEPTANCE

All solutions, products, manuals, reports and deliverables must be approved by Technical Representative as applicable, then delivered to the COR for final approval as necessary.

The contractor is responsible for the overall quality of contract performance and for the management of its own workforce. The COR may clarify contractor responsibilities within the requirements of the PWS. All work to be performed under this contract is subject to Government surveillance and inspection per NAFI Clause 10 & 39

**(End of Section E)**

**PART I, SECTION F: DELIVERIES OR PERFORMANCE**

F.1 Period of Performance

Date of contract award with a base year of one (1) year, and four (4) one (1) year option periods.

F.2 Place of Performance

F.3 Deliverables

**(End of Section F)**

**PART I, SECTION G: CONTRACT ADMINISTRATION DATA**

G.1 Invoicing

NAF Clause #12 “Invoices.” An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice must include (and in order to support the payment of interest penalties) the following:

1. Invoice Date;
2. Name of contractor;
3. Contract number (include order number, if any), contract description of supplies or services, quantity, contract unit of measure, unit price, and extended total;
4. Shipment number and date of shipment;
5. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
6. Name (where practicable), title, telephone number and mailing address of person to be notified in the event of a defective invoice; and
7. Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

Invoices shall be prepared and submitted to the point of contact identified in the following section (G-2). Invoices shall be submitted by the Contractor on a monthly basis for the monthly service and will be paid in arrears. The NAFI will not make a payment for deliverables that have not been inspected and accepted by the Contracting Officer’s Representative.

G.2 Submit Invoices To:

The COR will be identified by separate letter at contract award. Invoices are forwarded to the contracting office and the COR for acceptance and approval. Invoices will be paid upon approval and acceptance by the Government COR.

G.3 Accounting Classification

ACCOUNTING AND APPROPRIATION DATA: NONAPPROPRIATED FUNDS

Company Code: XXXX

Cost Center: XXXXX

GL Account: XXXXXX

No appropriated funds of the United States will be obligated, due or payable to a contractor as a result of this solicitation and, if awarded, any resulting contract.

**(End of Section G)**

**PART I, SECTION H: SPECIAL CONTRACT REQUIREMENTS**

H-1. PRIVACY ACT NOTIFICATION (Jan 2008)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C.552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

H-1.1. PRIVACY ACT (Apr 1984)

(a) The Contractor agrees to --

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies --

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this subparagraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)

(1) “Operation of a system of records,”as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,”as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,”as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

H-2. TRAVEL EXPENSES

The contractor will be reimbursed for authorized travel made in association with the performance of this contract to include per diem, lodging, airfare, rental car and incidental expenses. Travel cost will be reimbursed per the following guidelines:

1. The contractor shall submit itemized receipts for commercial transportation, lodging, rental car, fuel, personal vehicle mileage, parking, and incidental expenses on a monthly basis with the monthly invoice. Food/meal receipts are not required.
2. A fee for profit and G&A on travel cost and per diem is NOT authorized.
3. Commercial transportation is ONLY authorized at the restricted fare rate not to exceed regular coach rate. Baggage fees are reimbursable up to two (2) bags per authorized traveler. Fees for excess baggage weight are non-reimbursable.
4. Per diem and incidental expense rate shall be reimbursed as follows:
5. In accordance with DoD published rates for geographic area of travel, which can be found at <http://www.defensetravel.dod.mil/site/perdiemCalc.cfm>. Per diem consist of local meals and incidentals.
6. at the rate of 75% of published rate for geographic area of travel for the first and last day of travel, and 100% of published rate for remaining travel days.
7. Every attempt should be made to utilize Navy Gateway Inns and Suites for lodging if practical and available. Lodging cost will be reimbursed at the actual expense rate not to exceed the current maximum daily rate listed on the above defense travel website, to include fees and taxes.

Contact the Contracting Officer or Contracting Officer Representative for reimbursement clarification if required prior to travel.

H-3. ITEMIZED TRAVEL INVOICES

All reimbursable travel shall have prior approval by the COR/Alternate COR. The Contractor shall ensure that itemized travel invoices for Government sponsored travel are submitted accurately and timely to the COR/ACOR for certification. Itemized travel invoices shall be submitted to the COR within 30 calendar days of returning from travel. Each invoice shall contain the following information.

 a. Mileage cost associated with government directed travel.

b. Per diem cost (lodging, meals, and transportation)

c. Airfare

H.4. APPOINTMENT OF CONTRACTING OFFICER’S REPRESENTATIVE

1. The following NAFI employee is appointed as the Contracting Officer’s Representative (COR):

The COR will be identified by separate letter at contract award.

1. The COR will act as the Contracting Officer’s representative for technical matters, providing technical direction and discussion as necessary with respect to the specification or performance work statement, and monitoring the progress and quality of contractor performance. The COR is not an Administrative Contracting Officer and does not have authority to take any action, either directly or indirectly, that would change the pricing, quantity, quality, place of performance, delivery schedule, or any other terms and conditions of the contract, or to direct the accomplishment of effort which goes beyond the scope of the performance work statement in the contract.
2. It is emphasized that only a Contracting officer has the authority to modify the terms of the contract, therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract between the contractor and any other person be effective or binding on the Government. When/if, in the opinion of the contractor, an effort outside the existing scope of the contract is requested, the contractor shall promptly notify the contracting officer in writing. No action shall be taken by the contractor under such direction unless the contracting officer has issued a contractual change or otherwise resolved the issue.

H-5. MINIMUM WAGES UNDER EXECUTIVE ORDER 13658 (APR 2016)

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

“United States'' means the 50 states and the District of Columbia.

“Worker''—

(1) Means any person engaged in performing work on, or in connection with, a contract covered by Executive Order 13658, and—

(i) Whose wages under such contract are governed by the Fair Labor Standards Act (29 U.S.C. chapter 8), the Service Contract Labor Standards statute (41 U.S.C. chapter 67), or the Wage Rate Requirements (Construction) statute (40 U.S.C. chapter 31, subchapter IV);

(ii) Other than individuals employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541; and

(iii) Regardless of the contractual relationship alleged to exist between the individual and the employer.

(2) Includes workers performing on, or in connection with, the contract whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c).

(3) Also includes any person working on, or in connection with, the contract and individually registered in a bona fide apprenticeship or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship.

(b) *Executive Order Minimum Wage rate.*

(1) The Contractor shall pay to workers, while performing in the United States, and performing on, or in connection with, this contract, a minimum hourly wage rate of $10.10 per hour beginning January 1, 2015.

(2) The Contractor shall adjust the minimum wage paid, if necessary, beginning January 1, 2016, and annually thereafter, to meet the applicable annual E.O. minimum wage. The Administrator of the Department of Labor's Wage and Hour Division (the Administrator) will publish annual determinations in the Federal Register no later than 90 days before the effective date of the new E.O. minimum wage rate. The Administrator will also publish the applicable E.O. minimum wage on www.wdol.gov (or any successor Web site) and a general notice on all wage determinations issued under the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, that will provide information on the E.O. minimum wage and how to obtain annual updates. The applicable published E.O. minimum wage is incorporated by reference into this contract.

(3)(i) The Contractor may request a price adjustment only after the effective date of the new annual E.O. minimum wage determination. Prices will be adjusted only for increased labor costs (including subcontractor labor costs) as a result of an increase in the annual E.O. minimum wage, and for associated labor costs (including those for subcontractors). Associated labor costs shall include increases or decreases that result from changes in social security and unemployment taxes and workers' compensation insurance, but will not otherwise include any amount for general and administrative costs, overhead, or profit.(ii) Subcontractors may be entitled to adjustments due to the new minimum wage, pursuant to paragraph (b)(2). Contractors shall consider any subcontractor requests for such price adjustment.(iii) The Contracting Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (b)(3)(i) of this clause, and will not provide duplicate price adjustments with any price adjustment under clauses implementing the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute.

(4) The Contractor warrants that the prices in this contract do not include allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(5) A pay period under this clause may not be longer than semi-monthly, but may be shorter to comply with any applicable law or other requirement under this contract establishing a shorter pay period. Workers shall be paid no later than one pay period following the end of the regular pay period in which such wages were earned or accrued.

(6) The Contractor shall pay, unconditionally to each worker, all wages due free and clear without subsequent rebate or kickback. The Contractor may make deductions that reduce a worker's wages below the E.O. minimum wage rate only if done in accordance with 29 CFR 10.23, Deductions.

(7) The Contractor shall not discharge any part of its minimum wage obligation under this clause by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Labor Standards statute, the cash equivalent thereof.

(8) Nothing in this clause shall excuse the Contractor from compliance with any applicable Federal or State prevailing wage law or any applicable law or municipal ordinance establishing a minimum wage higher than the E.O. minimum wage. However, wage increases under such other laws or municipal ordinances are not subject to price adjustment under this subpart.

(9) The Contractor shall pay the E.O. minimum wage rate whenever it is higher than any applicable collective bargaining agreement(s) wage rate.

(10) The Contractor shall follow the policies and procedures in 29 CFR 10.24(b) and 10.28 for treatment of workers engaged in an occupation in which they customarily and regularly receive more than $30 a month in tips.

(c)

(1) This clause applies to workers as defined in paragraph (a). As provided in that definition--

(i) Workers are covered regardless of the contractual relationship alleged to exist between the contractor or subcontractor and the worker;

(ii) Workers with disabilities whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(c) are covered; and

(iii) Workers who are registered in a bona fide apprenticeship program or training program registered with the Department of Labor's Employment and Training Administration, Office of Apprenticeship, or with a State Apprenticeship Agency recognized by the Office of Apprenticeship, are covered.

(2) This clause does not apply to--

(i) Fair Labor Standards Act (FLSA)-covered individuals performing in connection with contracts covered by the E.O., i.e. those individuals who perform duties necessary to the performance of the contract, but who are not directly engaged in performing the specific work called for by the contract, and who spend less than 20 percent of their hours worked in a particular workweek performing in connection with such contracts;

(ii) Individuals exempted from the minimum wage requirements of the FLSA under 29 U.S.C. 213(a) and 214(a) and (b), unless otherwise covered by the Service Contract Labor Standards statute, or the Wage Rate Requirements (Construction) statute. These individuals include but are not limited to--

(A) Learners, apprentices, or messengers whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(a).

(B) Students whose wages are calculated pursuant to special certificates issued under 29 U.S.C. 214(b).

(C) Those employed in a bona fide executive, administrative, or professional capacity (29 U.S.C. 213(a)(1) and 29 CFR part 541).

(d) *Notice*. The Contractor shall notify all workers performing work on, or in connection with, this contract of the applicable E.O. minimum wage rate under this clause. With respect to workers covered by the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, the Contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers whose wages are governed by the FLSA, the Contractor shall post notice, utilizing the poster provided by the Administrator, which can be obtained at www.dol.gov/whd/govcontracts, in a prominent and accessible place at the worksite. Contractors that customarily post notices to workers electronically may post the notice electronically provided the electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(e) *Payroll Records.*

(1) The Contractor shall make and maintain records, for three years after completion of the work, containing the following information for each worker:

(i) Name, address, and social security number;

(ii) The worker's occupation(s) or classification(s);

(iii) The rate or rates of wages paid;

(iv) The number of daily and weekly hours worked by each worker;

(v) Any deductions made; and

(vi) Total wages paid.

(2) The Contractor shall make records pursuant to paragraph (e)(1) of this clause available for inspection and transcription by authorized representatives of the Administrator. The Contractor shall also make such records available upon request of the Contracting Officer.

(3) The Contractor shall make a copy of the contract available, as applicable, for inspection or transcription by authorized representatives of the Administrator.

(4) Failure to comply with this paragraph (e) shall be a violation of 29 CFR 10.26 and this contract. Upon direction of the Administrator or upon the Contracting Officer's own action, payment shall be withheld until such time as the noncompliance is corrected.

(5) Nothing in this clause limits or otherwise modifies the Contractor's payroll and recordkeeping obligations, if any, under the Service Contract Labor Standards statute, the Wage Rate Requirements (Construction) statute, the Fair Labor Standards Act, or any other applicable law.

(f) *Access*. The Contractor shall permit authorized representatives of the Administrator to conduct investigations, including interviewing workers at the worksite during normal working hours.

(g) *Withholding*. The Contracting Officer, upon his or her own action or upon written request of the Administrator, will withhold funds or cause funds to be withheld, from the Contractor under this or any other NAFI or Government contract with the same Contractor, sufficient to pay workers the full amount of wages required by this clause.

(h) *Disputes*. Department of Labor has set forth in 29 CFR 10.51,Disputes concerning contractor compliance, the procedures for resolving disputes concerning a contractor's compliance with Department of Labor regulations at 29 CFR part 10. Such disputes shall be resolved in accordance with those procedures and not the Disputes clause of this contract. These disputes include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the Department of Labor, or the workers or their representatives.

(i) *Antiretaliation*. The Contractor shall not discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to compliance with the E.O. or this clause, or has testified or is about to testify in any such proceeding.

(j) *Subcontractor compliance*. The Contractor is responsible for subcontractor compliance with the requirements of this clause and may be held liable for unpaid wages due subcontractor workers.

(k) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (k) in all subcontracts, regardless of dollar value, that are subject to the Service Contract Labor Standards statute or the Wage Rate Requirements (Construction) statute, and are to be performed in whole or in part in the United States.

H-6. PROTECTION OF PERSONAL IDENTIFIABLE INFORMATION (PII).

The On-Line program offered must adhere to Department of Defense (DoD) mandates and best practices for securing and safeguarding Personally Identifiable Information (PII). PII policies are outlined in OMB-M-06-16 and are available from:

www.whitehouse.gov/omb/memoranda/fy2006/m06-16.pdf; OMB-M-06-19 is available from: www.whitehouse.gov/omb/memoranda/fy2006/m06-19.pdf; and DOD instruction 8500.2. , which is available from: www.dtic.mil/whs/directives/corres/pdf850002p.pfd.

These mandates and best practices are included in the SECNAV Instruction 5211.5E or CNIC Instruction 5211.1 and are available from: http://doni.daps.dla.mil/Directives/ .../5211.5e, or review in the Department of the Navy Personally Identifiable Information (PII) training module at www.dcnc10.navy.mil/productsaspx.

The Online system is to include servers that must comply with DoDI 8500.2 which is available from: http://www.dtic.mil/whs/directives/corres/pdf/850002p.pdf .

With these responsibilities contractors should ensure that their employees:

* Safeguard DON information to which their employees have access at all times. Obtain DON management's **written** approval prior to taking any DON sensitive information away from the office. The DON manager's approval must identify the business necessity for removing such information from the DON facility.

**(End of Section H)**

**Part II –Section I Contract Clauses**

**NONAPPROPRIATED FUND CONTRACT CLAUSES**

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PART II, SECTION I – NON APPROPRIATED FUND CLAUSES continue

1. Definitions. As used throughout this contract, the following terms and abbreviations have the meaning set forth below:

1. The term “Contract” means this agreement or order and any modifications hereto.
2. The abbreviation “NAFI” means Nonappropriated Fund Instrumentality of the United States Government.
3. The term “Contracting Officer” means the person executing or responsible for administering this contract on behalf of the NAFI which is a party hereto, or his successor or successors.
4. The term “Contractor” means the party responsible for providing supplies/equipment and/or services at a certain price or rate to the NAFI under this contract.
5. The term “Contracting Officer’s Representative” (COR) means a person appointed by the contracting officer to monitor performance and act as a liaison between the contractor and the contracting officer.

2. Advertisements. The contractor agrees that none of its, nor its agent’s, advertisements to include publications, merchandise, promotions, coupons, sweepstakes, contests, sales brochures, etc., shall state, infer, or imply that the contractor’s products or services are approved, promoted, or endorsed by the NAFI. Any advertisement, including cents off coupons, which refers to a NAFI, will contain a statement that the advertisement is neither paid for nor sponsored, in whole or in part, by that particular activity.

3. Assignment. A contractor may not assign their rights or delegate their obligations under this contract without prior written consent of the contracting officer.

4. Commercial Warranty. The contractor agrees that the supplies/equipment or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such supplies/equipment or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the NAFI by any other clause of this contract. The printed terms and conditions of such warranty will be provided to the NAFI with the delivery of any supplies/equipment or services covered.

5. Discounts for Prompt Payment. In connection with any prompt payment discount offered, time will be computed from the date of the contractor’s invoice. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

6. Disputes. Except as otherwise provided in this contract, any dispute or claim concerning this contract, which is not disposed of by agreement, shall be decided by the contracting officer, who shall state their decision in writing, and mail or otherwise furnish a copy of it to the contractor. Within 90 days from date of receipt of such copy, the contractor may appeal by mailing or otherwise furnishing to the contracting officer a written appeal addressed to the Immediate Superior In Command (ISIC) of the Command one level above the contracting officer's Command. The decision of this authority shall be final and conclusive. If no such appeal is filed, the decision of the contracting officer shall be final and conclusive. The contractor shall be afforded an opportunity to be heard and to offer evidence in support of any appeal under this clause. Pending final decision on such a dispute, the contractor shall proceed diligently with the performance of the contract and according to the decision of the contracting officer, unless directed to do otherwise by the contracting officer.

7. Examination of Records

1. The clause is applicable if the amount of this contract exceeds $10,000 and the contract was entered into by means of negotiation. The contractor agrees that the contracting officer or their duly authorized representative shall have the right to examine and audit the books and records of the contractor directly pertaining to the contract during the period of the contract and up to 3 years after contract expiration date and final payment.
2. The contractor agrees to include the clause in paragraph 7a above in all subcontracts there-under which exceeds $10,000.

8. Gratuities

1. The NAFI may, by written notice to the contractor, terminate the right of the contractor to proceed under this contract if it is found, after notice and hearing by the Contracting Officer that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by the contractor, or any agent or representative of the contractor, to any officer or employee of the government or the NAFI with a view toward securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such contract. The Contracting Officer must coordinate with and receive approval from N94 on all matters arising under this section.
2. In the event this contract is terminated as provided in paragraph 8a above, the NAFI shall be entitled (1) to pursue the same remedies against the contractor as it would pursue in the event of a breach of contract by the contractor, and (2) as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by the Contracting Officer, which shall not be less than three nor more than ten times the cost incurred by the contractor in providing any such gratuities to any such officer or employee.
3. The rights and remedies of the NAFI provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

9. Hold and Save Harmless. The contractor shall indemnify, save harmless, and defend the NAFI, its outlets, and customers from any liability, claimed or established, for violation or infringement of any patent, copyright, or trademark right asserted by any third party with respect to goods hereby ordered or any part thereof. Contractor further agrees to hold the NAFI harmless from all claims or judgments for damages resulting from the use of products listed in this contract, except for such claims or damages caused by or resulting from negligence of NAFI customers, employees, agents, or representatives. Also, the contractor shall at all times hold and save harmless the NAFI, its agents, representatives, and employees from any and all suits and expenses which arise out of acts or omissions of the contractor, its agents, representatives, or employees.

10. Inspection. Unless otherwise provided herein, inspection shall be made after receipt of the supplies/equipment by the ordering activity or after completion of services by the contractor. Inspection and acceptance shall not be conclusive, with respect to latent defects or fraud, or with respect to the NAFI’s rights under the proof of shipment provisions contained herein. In case any supplies/equipment or services are defective in material or workmanship, or are otherwise not in conformity with the requirements of this contract, the NAFI shall have the right to reject such supplies or services, or to require replacement or correction. Rejected supplies/equipment shall be removed by and at the expense of the contractor promptly after notice. If required by the NAFI, the contractor, after notice of defect or non-conformance, shall, in a timely manner, correct or replace the defective or non-conforming supplies/equipment or services, or any part thereof. When such correction or replacement requires transportation of the supplies/equipment or part thereof, all shipping costs to and from the contractor’s plant or place of business shall be borne by the contractor.

11. Insurance

1. The contractor shall, at their expense, procure and maintain, during the entire performance period of this contract, insurance of at least the kinds and minimum amount set forth herein.
2. At all times during performance, the contractor shall maintain with the contracting officer a current certificate of insurance showing at least the insurance required herein, and providing 30 days written notice to the contracting officer by the insurance company prior to cancellation or material change in policy coverage.
3. The contractor shall also require all first-tier subcontractors, who will perform work on a government installation, to procure and maintain the insurance required herein during the entire period of their performance. The contractor shall furnish (or assure that it has been furnished) to the contracting officer a current certificate of insurance meeting the requirements of paragraph 11b above, for each such first-tier subcontractor, at least 5 days prior to entry of each such subcontractor’s personnel on the installation.
4. In implementation of the insurance clause above, the contractor shall procure and maintain:
5. Worker’s compensation as prescribed by the laws of the State in which the work will be performed and employer’s liability insurance.
6. General liability insurance wherein the NAFI and the United States are included as named insured, stating that such insurance is primary (secondary to or contributory with no other insurance). Policy limits of $1,000,000 per person - $1,000,000 per occurrence for injury or death, and $1,000,000 property damage per occurrence are required.
7. The contractor is responsible for damage or loss to his/her owned or leased equipment. Claims will be honored only if it can be shown that the NAFI was negligent and caused damage or loss to the contractor’s equipment.

12. Invoices. An invoice is a written request for payment under the contract for supplies/equipment delivered or for services rendered. In order to be proper, an invoice must include (and in order to support the payment of interest penalties) the following:

1. Invoice Date;
2. Name of Contractor;
3. Contract number (include order number, if any), contract description of supplies or services, quantity, contract unit of measure, unit price, and extended total;
4. Shipment number and date of shipment;
5. Name and address to which payment is to be sent (name must be the same as that in the contract or on a proper notice of assignment);
6. Name (where practicable), title, telephone number and mailing address of person to be notified in the event of a defective invoice; and
7. Any other information or documentation required by other provisions of the contract (such as evidence of shipment).

Invoices shall be prepared and submitted in duplicate (one copy shall be marked “Original”) unless otherwise specified.

13. Law Governing Contracts. In any dispute arising out of this contract, the decision of which requires consideration of law questions, the rights and obligations of the parties shall be interpreted and determined according to the substantive and procedural laws of the United States of America.

14. Legal Status. The NAFI is an integral part of the Department of Defense and is an instrumentality of the United States Government. NAFI contracts are United States Government contracts; however, they do not obligate appropriated funds of the United States. NO APPROPRIATED FUNDS OF THE UNITED STATES SHALL BECOME DUE OR BE PAID A CONTRACTOR BY REASON OF THIS CONTRACT.

15. Modifications. No agreement or understanding to modify this contract will be binding upon the NAFI unless it is made in writing and signed by a contracting officer from the office that issued the contract or its successor.

16. Order of Precedence. In the event of an inconsistency between provisions of this solicitation/contract, the inconsistency shall be resolved by giving precedence in the following order: (1) description of the supplies/equipment or services and prices/costs; (2) description/specifications/work statement; (3) special contract requirements; (4) contract clauses; (5) other provisions of the solicitation/award; and (6) any portion of the contractor’s bid or proposal that has been incorporated by reference and made a part of the contract.

17. Payments. Payment of prices stated in this contract will be made according to the Prompt Payment Act, as amended. Unless otherwise specified, payment will be made on partial deliveries accepted by the NAFI when the amount due on such deliveries so warrants. Payment is deemed to have been made as of the date on the payment check or date on which electronic funds transfer is made.

18. Proof of Shipment. (Applicable to shipments outside the United States through the Defense Transportation System (DTS) and parcel post shipments to overseas destinations.) Except as otherwise provided in this contract, payment will be made for items not yet received upon receipt of an invoice accompanied by proof of delivery to a postal system or common carrier if delivery is FOB point of origin. For deliveries FOB destination named port of debarkation, the invoice must be accompanied by a signed receipt by a government representative at the named port.

19. Taxes. The prices herein reflect full reduction for taxes that are non-applicable. In addition to the exemption from federal excise taxes by virtue of exportation, all tangible personal property sold to NAFIs for resale are exempt from sales and use taxes. All sales other than for resale depend on state law or federal constitutional immunity for exemption from state sales and use taxes.

20. Termination for Convenience. The contracting officer, by written notice, may terminate this contract, in whole or in part when it is in the best interest of the NAFI. If this contract is for supplies/equipment and is so terminated, the contractor shall be compensated according to FAR subparts 49.1 and 49.2 in effect on the date of this contract award. To the extent that this contract is for services and is so terminated, the NAFI shall be liable only for payment according to the payment provisions of this contract for services rendered prior to the effective date of termination, providing there are no contractor claims covering non-recurring costs for capital investment. If there are any such contractor claims, they shall be settled according to FAR subparts 49.1 and 49.2.

21. Termination for Default. The contracting officer, by written notice, may terminate this contract in whole or in part for failure of the contractor to perform any of the provisions hereof. In such event, the contractor shall be liable for damages including the excess cost of re-procuring similar supplies/equipment or services; provided that, if (1) it is determined for any reason that the contractor was not in default or (2) the contractor’s failure to perform is without the contractor’s or subcontractor’s control, fault, or negligence, the termination must be deemed to be a termination for convenience. As used in this provision, the term “subcontractor” means subcontractor at any tier.

22. Variation in Quantity. No variation in quantity of any item listed in the order/contract will be accepted unless authorized by the contracting officer.

23. Protests. Offeror’s are encouraged to resolve any complaints or issues they may have with the contracting officer in an informal manner. However, where an offeror is not satisfied with an award decision of the contracting officer, that offeror may file a written protest with the contracting officer and the contracting officer will issue a final decision on the protest. Any interested party who is dissatisfied by the contracting officer’s final decision on the protest may file a written appeal with CNIC. The procedures for filing protests may be found in chapter 2, paragraph 223. A copy of paragraph 223 will be provided to any offeror by the contracting officer upon request.

CLAUSES INCORPORATED BY REFERENCE

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The provisions of the following clauses set forth in the Federal Acquisition Regulation (FAR) are hereby incorporated into this order or contract by reference with the same force and effect as if they were given in full text. As used in the following clause, the term “Government” is deleted and the abbreviation “NAFI” is substituted in lieu thereof. The date of each clause shall be the current date set forth in the FAR at the time of issuance of an order or contract award. Clauses made inapplicable by the reference or by the type or order or contract (e.g., order or contracts for services instead of supplies/equipment) are self-deleting. Upon request, the contracting officer will provide the full text.

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| --- | --- | --- |
| CLAUSE NO. | REFERENCE | CLAUSE TITLE |
| 24 | 52.203-5 | Covenant Against Contingent Fees (Contracts over $150,000) |
|  |  |  |
|  |  |  |
| 25 | 52.222-20 | Walsh-Healey Public Contracts Act (Supply Contracts in Excess of $15,000) (not with foreign contractors) |
|  |  |  |
| 26 | 52.222.26 | Equal Opportunity (Supply and Service Contracts over $10,000) |
|  |  |  |
| 27 | 52.222.35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Supplies and Service over $100,000) |
|  |  |  |
| 28 | 52.222-36 | Affirmative Action for Workers with Disabilities (Supplies And Services Contracts $15,000) |
|  |  |  |
| 29 | 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Supplies and Services Contracts over $10,000) |
|  |  |  |
| 30 | 52.225-13 | Restrictions on Certain Foreign Purchases |
|  |  |  |
| 31 | 52-232-11 | Extras |
|  |  |  |
| 32 | 52.243-1 | Changes–Fixed Price (with ALT I through IV) |
|  |  |  |
| 33 | 52.246-1 | Contractor Inspection Requirements |
|  |  |  |
| 34 | 52.246-16 | Responsibility for Supplies |
|  |  |  |
| 35 | 52.247-52 | Clearance and Documentation Requirements-Shipments to DoD Air or Water Terminal Trans-shipment Points |
|  |  |  |
| 36 | 52.222-3 | Convict Labor (Contracts over $2,500) |
|  |  |  |
| 37 | 52.222-4 | Contract Work Hours and Safety Standards Act- Overtime. Compensation – General (Contracts over $150,000) |
|  |  |  |
| 38 | 52.222-41 | Service Contract Act of 1965, as amended (Contracts over $2,500) |
|  |  |  |
| 39 | 52.246-4 | Inspection of Services – Fixed Price |

SUPPLEMENTAL CLAUSES

1. Requirements

1. This is a requirements contract for the supplies or services specified, and effective for the period stated in the schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the NAFI’s requirements do not result in orders in the quantities described in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
2. Delivery or performance shall be made only as authorized by delivery orders issued in accordance with the Ordering clause. The contractor shall furnish to the NAFI all supplies or services specified in the Schedule and called for by delivery orders issued in accordance with the Ordering clause. The NAFI may issue delivery orders requiring delivery to multiple destinations or performance at multiple locations. There is no limit on the number of orders that may be issued by the NAFI.
3. The NAFI shall order from the Contractor all the supplies or services specified in the schedule that are required to be purchased by the NAFI activity of activities specified in the Schedule.
4. Orders issued during the effective period of this contract and not completed within that time shall be completed by the contractor within the time specified in the delivery order, and the rights and obligations of the contractor and the NAFI respecting those orders shall be governed by the terms of the contract to the same extent as if completed during the effective period of this contract.

2. Ordering.

The supplies or services to be furnished under this contract will be ordered from time to time during the contract term, by the NAFI or its authorized representative. Each such order will be placed via written delivery order. A written delivery order is not required if the purchase is made with the Government purchase card. All delivery orders and purchase card orders are subject to the terms and conditions of this contract. All delivery orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order and this contract, the contract shall control.

3. Option to Extend the Term of the Contract

1. The contracting officer shall advise the contractor in writing at least 60 calendar days before the contract period expires of the NAFI’s desire to extend the period of the contract for 12 months. If the NAFI exercises this option, the extended contract shall be considered to include this option provision.
2. The total duration of this contract, including any extension pursuant to the option exercised under this clause, shall not exceed 5 years from the date of the original contract.

4. Option to Extend Services.

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days prior to end of the current active period of performance.

**(End of Section I)**

**PART III, SECTION J: LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

Attachment 1- Quality Assurance Surveillance Plan

Attachment 2- Non-Disclosure Confidentiality Agreement

Attachment 3- Labor Category Descriptions

Attachment 4- Past Performance Questionnaire

**(End of Section J)**

**PART IV, SECTION K: REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENT OF OFFEROR’S OF RESPONDENTS**

Contractors that are registered with the Government’s System for Award Management (SAM) may provide their DUNS number in lieu of section K.

WALSH-HEALEY PUBLIC CONTRACTS ACT REPRESENTATIONS (Applicable to supply contracts exceeding $15,000.00)

 The offeror represents as a part of this offer that the offeror {\_\_\_\_\_} is or {\_\_\_\_\_} is not a regular dealer in, or {\_\_\_\_\_} is or {\_\_\_\_} is not a manufacturer of, the supplies offered.

CONTINGENT FEE

 (a) Offeror \_\_\_\_\_has \_\_\_\_\_ has not employed any company or persons (other than a full-time bona fide employee working solely for the offeror) to solicit or secure this contract, and (b) \_\_\_\_\_has \_\_\_\_\_has not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the offeror) any fee, commission, percentage, or brokerage fee contingent upon or resulting from the award of this contract; and agrees to furnish information relating to (a) and (b), as requested by the contracting officer. (Interpretation of the representation, including the term “bona fide employee,” see subpart 3.4 of the Federal Acquisition Regulation.)

TYPE OF BUSINESS ORGANIZATION

 Offeror operates as \_\_\_\_\_an individual \_\_\_\_\_a partnership \_\_\_\_\_a nonprofit organization \_\_\_\_\_a corporation, incorporated under the laws of the State of\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

EQUAL OPPORTUNITY (EO)

 (a) Offeror \_\_\_\_\_has \_\_\_\_\_has not participated in a previous contract or subcontract subject either to the EO clause herein or the clause originally contained in section 310 of Executive Order No. 10925, or the clause contained in section 201 of Executive Order No. 11114; offeror \_\_\_\_\_has \_\_\_\_\_has not filed all required compliance reports; and that representation indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained prior to subcontract awards.

 (b) Offeror represents that (1) it \_\_\_\_\_has developed and has on file \_\_\_\_\_has not developed and does not have on file, at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2) or (2) \_\_\_\_\_it has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION (Applicable to contracts over $100,000.00)

 (a) By submission of this offer, the offeror certifies, and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

 (1) The prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offeror or with any competitor;

 (2) Unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror prior to opening in the case of an advertised procurement or prior to award in the case of a negotiated procurement, directly or indirectly to any other offeror or to any competitor; and

 (3) No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit an offer for the purpose of restricting competition.

 (b) Each signature on this offer certifies that the signatory:

 (1) Is the person in the offeror’s organization responsible within that organization for the decision as to the prices being offered herein and that the signatory has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above; or

 (2) (i) Is not the person in the offeror’s organization responsible within that organization for the decision as to the prices being offered herein but has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate, in any action contrary to (a)(1) through (a)(3) above, and as their agent does hereby so certify; and (ii) has not participated, and will not participate, in any action contrary to (a)(1) through (a)(3) above.

CERTIFICATION OF NONSEGREGATED FACILITIES (Applicable to contracts and subcontracts exceeding $10,000.00 which are not exempt from the provisions of the EO clause)

 (a) By submission of this offer, offeror/subcontractor certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. Offeror/subcontractor agrees that a breach of this certification is a violation of the EO clause in this contract. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rest and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. Offeror further agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it will (1) obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000.00 which are not exempt from the provisions of the EO clause; (2) retain such certifications in its files; and (3) forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods)

Notice to prospective subcontractors of requirement for certifications of non-segregated facilities.

 (b) A Certification of Non-segregated Facilities must be submitted prior to the award of a subcontract exceeding $10,000.00 which is not exempt from the provisions of the EO clause.

 (c) The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually). NOTE: The penalty for making false offers is prescribed in 18 U.S.C. 1001.

 (d) ACKNOWLEDGMENT OF AMENDMENTS

 The offeror acknowledges receipt of amendments to the solicitation for offers and related documents numbered and dated as follows:

Amendment No. Date

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_

NOTE: Offers must set forth accurate and complete information as required by this Solicitation (including attachments). The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

**(End of Section K)**

**PART IV, SECTION L: INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR RESPONDENTS**

**SECTION L**

**INSTRUCTION, CONDITIONS AND NOTICES TO OFFERORS**

**\*\* NOTE: If sections do not apply, do not delete bullet and renumber. Place “RESERVE”**

**L.1 PREPARATION OF OFFERS:**

1. Offerors are expected to carefully read all specifications and instructions. The Offeror shall submit documentation explaining their approach for satisfying the requirements of this solicitation. Proposals must be clear, coherent, and prepared in sufficient detail for effective evaluation of the offeror’s proposal against the evaluation criteria. Failure to meet all of the Terms, Conditions and Specifications in Section C may render the offerors proposal as non-responsive to the solicitation and thereupon eliminated from competition for award.
2. Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the Schedule and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offeror(s) shall provide with their proposal a letter providing the name(s) and title(s) of the person(s) with authority to obligate their company. Offers signed by an agent shall also be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
3. Offerors must state a definite time for delivery of supplies or services, unless otherwise specified in the solicitation
4. Offers for supplies or services other than those specified will not be considered unless an amendment to the solicitation is issued.
5. Time, if stated as a number of days, will include Saturdays, Sundays, and holidays.
6. Offerors shall price all option year periods.

All correspondence in conjunction with this solicitation should be directed to the NAFI's Point of Contact (POC) identified below:

**Contracting Officer**

**Phone: (901) 874-XXXX**

**E-mail:** **contracting.officer@navy.mil**

**L.2 PROPOSAL GENERAL REQUIREMENTS**

1. Offerors are hereby advised that the Navy CNIC reserves the right, to make award without discussions; therefore, Offerors should propose their **best-offer** initially. Offerors shall submit their proposals as follows:
2. Responses to this offer shall be required in written proposal format. Responses to this RFP shall be submitted, by the closing date, in the content and format specified. Proposals in response to this RFP shall include three separate parts: one (1) Price proposal and two (2) Non-price proposals. Of the two (2) non-price proposals required, one must be redacted of all company names, logos and references. The second non-price proposal can include company names/logos/references. The names of any contract employees/personnel/staff members can be included in both technical proposals. It is the responsibility of the offerors to ensure that the evaluation factors are identified and adequately addressed in their proposal submissions: The overall proposal shall consist of three (3) physically separate and detachable parts, individually entitled:

|  |  |  |  |
| --- | --- | --- | --- |
| PROPOSAL VOLUME | VOLUME CONTENTS | REQUIRED HARDCOPIES | REQUIRED # ELECTRONIC COPIES |
| VOLUME I | Technical Proposal (Subsections tabbed for ease of identification) | One ( 1) Original  | Two (2) via Email1. Redacted
2. Non-Redacted
 |
| VOLUME II | Price Proposal | One (1) Original  | One (1) via Email |

1. The completion and submission of the above items shall constitute an offer (proposal) and shall indicate the offeror’s unconditional assent to the terms and conditions of this RFP and any attachments hereto. Alternate proposals are not authorized. Objections to any terms and conditions of the RFP shall constitute a deficiency which may make the offer unacceptable. An offeror may correct a deficiency only through discussions.

**L.2.1 PAGE LIMITATIONS**

1. Each volume of the proposal shall be contained in a three-ring loose-leaf binder, and provided in the number of copies as shown above. The technical proposal shall not exceed 30 pages (excluding past performance, resumes, PMP, QCP, and price proposal). Sub-factor sections of the binder shall be tabbed for ease of identification. Offeror’s shall attach a binder cover sheet to the outer cover of each volume identifying volume number, name, and copy number (i.e., Volume I, Technical Proposal, Copy 2 of 8); Request for Proposal Number; Date of Submission; and Offeror’s Name. This information shall also be placed on the edge of the binder where it can be seen when placed in a vertical position in a storage cabinet. Use tab indexing to identify all sections within a particular proposal volume. Do not include writing on the tab index page other than that required to identify the particular section.

**L.2.2 FORMAT**

1. The offeror’s written proposal shall be prepared on standard 8.5 x 11inch paper in portrait orientation (charts may be landscaped). All pages of each proposal shall be appropriately numbered and identified with the solicitation number and the name of the offeror. For ease of reference each offeror shall use a page numbering system. Consecutive page numbering with tabs is preferred (i.e., Page 4-5 identifies Tab 4, Page 5). In addition, for document control purposes, all proposal amendments provided after the initial proposal shall be submitted as page changes with each page identified by amendment number and date as well as by page number. Proposal pages shall be printed on one side, and punched with a 3-hole punch along the left margin. Each page shall have a one-inch margin at the top, the bottom, and on each side. Page numbers, notations of proprietary information, and any other identifying information printed on each page are excluded from the margin requirement. Should the offer require fold-out pages, one fold-out page shall not exceed either 8.5 x 22 inches, or 17 x 11 inches, which when folded in half will be no larger than 8.5 x 11 inches.
2. Print must be spaced at 6 lines per inch. Text font must be no smaller than 10 point. Text included on figures and/or matrices may be reduced to 8 point.
3. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed, as appropriate) and logically assembled. Each proposal part shall begin with an executive summary. In addition to the specific requirements for each proposed part, the offeror shall provide other narrative or supporting materials (i.e., matrix, charts, or graphics) considered necessary for the NAFI to fully understand the proposal. Price information shall be included in the price proposal only. Man-hours referenced outside the price proposal shall be quoted in hour figures only, without indication as to the cost of these hours. Skill levels shall be treated in a similar manner.

 i. For control purposes each copy of the proposal shall be numbered.

L-3 PROPOSAL SUBMISSION REQUIREMENT AND INSTRUCTIONS:

L-3-1 VOLUME I: TECHNICAL PROPOSAL:

The offeror’s technical proposal shall consist of narrative and supporting data that address all technical requirements contained in the solicitation. The offeror’s technical proposal must address the following elements:

1. TECHNICAL CAPABILITY

Describe in detail the approach for meeting the requirements to include a description of your services and systems that will be used to perform the requirements in section C.

1. KEY PERSONNEL QUALIFICATIONS

Provide the resumes of all personnel to include subcontractor key personnel with proposal submission. All offerors must indicate the proposed key personnel, the currency, quality and depth of experience and capabilities of working on similar projects. Key Personnel are those individuals who are major contributors to this project, as defined by the offeror.

(c) PAST PERFORMANCE

The offeror shall describe its past performance directly related to the same or similar tasks and support per section C (Government or Commercial).

The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources, including sources outside of the Government. Past performance information will be utilized to determine the quality of the contractor’s past performance as it relates to the probability of success for the required effort.

L-3-2 VOLUME II: PRICE PROPOSAL

The price proposal shall include a price for each CLIN of this solicitation and shall include a summary of each year’s cost and a total estimated cost for the contract. There are no page limits set for the price proposal.

Other Direct Costs: Estimate all other direct costs for performance of contract requirements; (i.e., travel, subscriptions or periodicals, consultant fees.) Rationale for each proposed other direct cost is required.

 PAYMENT METHODS: Electronic funds transfer payments are available for processing invoices for this contract in accordance with the prompt payment act via the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association or via credit card procedures with Single Use Account (SUA). Single-Use Account (SUA) is an electronic payment tool that eliminates the need for a physical credit card. SUA provides a single electronic card for each payment. A 16-digit virtual account is provided for each payment and the credit limit is set for the specific payment amount. Electronic funds transfer ACH payments will be processed on a Net 30-day basis or less if a payment discounted is offered, e.g. 2% 10 days. SUA payments will be processed in 10 days or less. Prospective contractors shall include their desired payment method in their proposal.

L-4 REQUEST FOR INFORMATION/QUESTIONS

Questions and/or comments relative to the solicitation should be submitted via e-mail or mailed to:

Contracting Officer – Primary Point of Contact (POC)

NAF Contracting Officer

Commander, Navy Installations Command, N945

5720 Integrity Drive, Bldg. #457

Millington, TN 38055-6540

Phone: 901-874-XXXX Fax: 901-874-2073

Email: contracting.officer@navy.mil

Technical inquiries and questions relating to proposal procedures are to be submitted via email to Contracting Officer at the email address mentioned above not later than XX MONTH 2018.

Offerors are requested to review the specifications in its entirety prior to submitting a question.

Oral explanations or instructions are not binding. Any information given to an offeror which impacts the solicitation and/or offer will be given in the form of a written amendment to the solicitation. As this is a competitive negotiation acquisition, there is no public bid opening and no information will be given out prior to debriefings, pre-award or post-award.

L-5 DIRECTIONS FOR SUBMITTING PROPOSALS

HARDCOPY OFFERS

Hardcopy Offers and modifications shall be submitted in sealed envelopes or packages addressed to the office specified in the solicitation, and show the time specified for receipt, the solicitation number, and the name and address of the offeror. Offers sent via US mail shall be delivered to the address in block 7 on page 1. Offers hand delivered or sent via courier, i.e. FedEx, UPS, DHL, etc., must be sent to: Commander Navy Installations Command Millington, 7736 Kittyhawk Avenue, Bldg 457, Millington, TN 38055. ATTN: Contracting Officer. Documents are to be in Microsoft Word and spreadsheets shall be in Microsoft Excel.

ELECTRONIC OFFERS

All email offers submitted must be received by the closing date and time to: contracting.officer@navy.mil

Signed amendments shall be submitted via e-mail as scanned pdf documents.

1. Clarity and completeness of the proposal are of utmost importance. The proposal and any modifications shall be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and shall avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal will be considered unrealistic and unacceptable.
2. Unnecessarily elaborate proposals beyond that sufficient to present a complete and effective proposal are not desired and may be construed as an indication of the Offeror's lack of cost consciousness.
3. In order to provide all necessary information for background experience, your proposal shall cover your understanding of the proposed work and your proposed method to attain contract objectives. Data previously submitted may not be considered; therefore, such data should not be relied upon nor incorporated. Statements the Offeror understands, can or will comply with all specifications, statements paraphrasing the specifications or parts thereof, and phrases such as "standard procedures will be employed" or well-known techniques will be used,” etc., will be considered insufficient.

L.6 LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF PROPOSALS

1. Any proposal received at the office designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it:

(1) was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(2) was sent by mail or, if authorized by the solicitation, or via facsimile and it is determined by the NAFI that the late receipt was due solely to mishandling by the NAFI after receipt at the Government installation;

(3) was sent by Express Mail (e.g. FedEx, UPS or postal service), not later than 5:00 P.M. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or

(4) is the only proposal received.

1. Any modification of a proposal, except a modification resulting from the Contracting Officer's request for "final proposal revision" offer is subject to the same conditions above.
2. A modification resulting from the Contracting Officer's request for "final proposal revision" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the NAFI after receipt at the Government installation.
3. The only acceptable evidence to establish the date of mailing of a late proposal or modification sent either by U.S. Postal Service registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, or modification shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
4. The only acceptable evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the proposal wrapper or other documentary evidence of receipt maintained by the installation.
5. The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by “Express Mail Service” is the date entered by the mail service receiving clerk on the "Express Mail Service" label and/or the postmark on both the envelope or wrapper and on the original receipt from the mail service provider. "Postmark" has the same meaning as defined above, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.
6. Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful proposal that makes its terms more favorable to the NAFI will be considered at any time it is received and may be accepted.
7. Proposals may be withdrawn by written notice received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provisions entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposals before award.

L-7 AMENDMENTS TO SOLICITATIONS

1. If this solicitation is amended, then all terms and conditions which are modified remain unchanged.
2. Offerors shall acknowledge receipt of any amendment to this solicitation by one of the following (1) signing and returning the amendment, (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer, and/or (3) by sending letter (or facsimile, if facsimile offers are authorized in the solicitation). The NAFI must receive the acknowledgement by the time specified for receipt of offers.

L-8 RESTRICTION ON DISCLOSURE AND USE OF DATA:

Offerors who include in their proposal data that they do not want disclosed to the public for any purpose or used by the NAFI except for evaluation purposes, shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed in whole or in part - for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of - or in connection with - the submission of this data, the NAFI shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the NAFI's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets \_\_\_\_\_\_\_\_\_\_\_ (insert numbers or other identification of sheets"; and mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal or quotation."

L-9 FAILURE TO SUBMIT OFFER:

Recipients of this solicitation not responding with an offer should not return this solicitation, unless it specifies otherwise. Instead, they should advise the issuing office by letter or postcard whether they want to receive future solicitations for similar requirements. If a recipient does not submit an offer and does not notify the issuing office that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L-10 CONTRACT AWARD – NEGOTIATED PROCUREMENT:

1. The NAFI will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the NAFI, cost or price and other factors specified elsewhere in this solicitation, considered.
2. The NAFI may (1) reject any or all offers if such action is in the public interest, (2) accept other than the lowest offer, and (3) waive informalities and minor irregularities in offers received.
3. The NAFI intends to evaluate proposals and award a contract without discussions with offerors. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint. However, the NAFI reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.
4. The NAFI may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may be submitted for quantities less than those specified. The NAFI reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the offer.
5. A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the NAFI may accept an offer, or part of an offer, as provided above, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the NAFI.
6. Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract. However, if the resulting contract contains a clause providing for price reduction for defective cost or pricing data, the contract price will be subject to reduction if cost or pricing data furnished is incomplete, inaccurate, or not current.
7. The NAFI may determine that an offer is unacceptable if the prices proposed are materially unbalanced between line items or sub-line items. An offer is materially unbalanced when it is based on prices which are significantly overstated in relation to cost for other work, and if there is a reasonable doubt that the offer will result in the lowest overall cost to the NAFI, even though it may be the low evaluated offer, or it is so unbalanced as to be tantamount to allowing an advance payment.

L-11 SIGNING OF OFFERS:

The contractor shall sign the offer and print or type its name on the Solicitation, Offer, and Award form of this solicitation. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L-12 UNNECESSARILY ELABORATE PROPOSALS:

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.13 RETENTION OF PROPOSALS:

All proposal documents shall be the property of the NAFI and retained by the NAFI, and therefore shall not be returned to the Offerors.

L-14 ACCEPTANCE PERIOD:

The Offeror agrees that its offer remains valid for a period of 60 days from the solicitation's closing date.

**(End of Section L)**

**PART IV, SECTION M: EVALUATION FACTORS FOR AWARD**

**M-1. EVALUATION AND AWARD FACTORS:**

The source selected may not be the lowest price, but will be the most advantageous to the NAFI, price and other factors considered, presenting the best overall value to the NAFI. This will be determined by comparing differences in the value of the non-price features with differences in price to the NAFI.

The contract resulting from this solicitation will be awarded to the responsible offeror whose offer, conforming to the solicitation, is the most advantageous to the NAFI, price and non-price factors considered presenting the best overall value to the NAFI. The following non-price factors along with price will be used to evaluate offers. Factors are listed in descending order of importance. Any offer that results in a rating of unacceptable for Factor 1 will not receive any further consideration for award.

Order of Importance: The order of relative importance for the evaluation factors is established as follows:

1. Factor 1 is significantly more important than Factor 2 and Factor 3
2. Factor 2 and Factor 3 are or equal importance

The subfactors’ order of relative importance, from most to least important, is established as follows:

1. Subfactor 1 is more important than Subfactor 2
2. The non-price factors, when combined, are significantly more important than price.

## Evaluation Criteria

The proposals will be evaluated on the basis of the following criteria:

FACTOR 1 - Technical Capability

SUBFACTOR 1: Customer Support

SUBFACTOR 2: Operations Support

This factor will be evaluated based on the contractor’s technical approach to the specifications outlined in Section C of this RFP.

FACTOR 2 - Key Personnel Qualifications

This factor will be evaluated based on the offeror’s ability meet the key personnel qualifications based on the specifications. Resumes will be reviewed and evaluated based upon the level of experience and expertise to perform the tasks identified herein.

FACTOR 3 – Past Performance

Evaluation of Past Performance will be evaluated based on one or all of the following: The submission of three past performance questionnaires with same or similar task and support per Section C within the past 5 years. Offeror shall request three sources to provide PPQ’s directly to contracting.officer@navy.mil.

**M.2 EVALUATION AND RATING METHODOLOGY**

**M.2.1** FACTOR 1: Technical Capability and FACTOR 2: Key Personnel Qualifications evaluations will consider the strengths, significant weaknesses, and deficiencies of the offeror’s proposal using Adjectival Ratings which are:

Technical Evaluation Adjectival Ratings & Definitions

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| Excellent (E) | Good (G) | Satisfactory (S) | Poor (P) | Unacceptable (U) |

E (Excellent) - Proposal/factor demonstrates thorough and detailed understanding of requirements. Technical considerations and capabilities significantly exceed performance and capability standards. Proposal/factor offers one or more significant strengths which are not offset by weaknesses. The proposal/factor represents a high probability of success with no apparent risk in meeting the NAFI’s requirements. An excellent rating includes numerous advantageous characteristics of substance which can be expected to result in a superior completed product, and essentially no disadvantages. In addition, an excellent rating may include an aesthetically pleasing and innovative proposed design solution.

G (Good) - Proposal/factor demonstrates clear understanding of requirements. Technical considerations and capabilities exceed performance and capability standards and include some advantageous characteristics of substance and few relatively minor disadvantages. Proposal/factor offers one or more strengths. Strengths must outweigh any weaknesses. The proposal/factor represents a strong probability of success with overall low degree of risk in meeting the NAFI’s requirements.

S (Satisfactory) – Proposal/factor demonstrates acceptable understanding of requirements. Technical considerations and capabilities meet performance and capability standards. Proposal/factor offers no strengths, or, if there are strengths, these strengths are offset by weaknesses. The proposal/factor represents a reasonable probability of success with overall moderate degree of risk in meeting the NAFI’s requirements.

P (Poor) - Proposal/factor demonstrates a limited understanding of requirements. Technical considerations and capabilities are questionable as to whether or not they meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains weaknesses and offers no strengths, or, if there are strengths, these strengths are outweighed by weaknesses. The proposal/factor represents a low probability of success with overall high degree of risk in meeting the NAFI’s requirements. Proposal/factor might be made satisfactory with additional information and without major revisions of the proposal.

U (Unacceptable) - Proposal/factor demonstrates a lack of understanding of the requirements. Technical considerations and capabilities do not meet performance and capability standards necessary for acceptable contract performance. Proposal/factor contains major errors, omissions, significant weaknesses and/or deficiencies. The degree of risk is so high that there is no reasonable likelihood of success, regardless of price. Deficiencies are so major or extensive that a major revision or complete rewrite of the proposal would be necessary.

The mere existence of a single strength does not necessarily merit an Excellent rating; though an Excellent rating may be warranted should that strength provide considerable benefit to NAFI. Conversely, a number of strengths may not merit an Excellent rating if the collective benefit is relatively minor.

**M.2.2** FACTOR 3 Past Performance

The quality of the Offeror’s recent/relevant past performance efforts, business relationship, timeliness of performance and customer satisfaction will be evaluated. An Offeror’s past performance will be evaluated to determine how well the Offeror performed on past contracts. Documented results from Past Performance Questionnaires, interviews, CPARS, and other sources form the support and basis for this assessment.

The Offeror’s strengths, weaknesses, deficiencies, and uncertainties relative to how well the Offeror performed will be assessed using the information provided and gathered. No separate rating will be given for the quality of work, business relationship, timeliness of performance, or customer satisfaction; rather, the Offeror’s quality of past performance will be evaluated and incorporated into the confidence assessment as stated below.

A Past Performance evaluation of Performance Confidence assesses the probability an Offeror will meet contract requirements should that Offeror be awarded a contract. The Rating results from the merging of assessment information on (a) quality of work (b) business relationship, (c) timeliness of performance and (d) customer satisfaction.

Past Performance will be determined to be relevant if the performance involves work that is the same or similar in nature, size, and complexity to the services being procured under this Solicitation.

The Source Selection Authority may also research, examine, consider, and include in the evaluation of past performance any reliable reviews, reports, tests, or evaluations by independent laboratories or consumer groups, as well as market-wide surveys that assess customer satisfaction with the products, or similar items, being submitted by the offeror."

Past Performance Evaluation Levels are:

|  |  |
| --- | --- |
| ADJECTIVAL | DEFINITION |
| Excellent | Offeror’s performance was very current and very relevant to the requirements requested. Relevant defined as performing the same services. Performance was accomplished with no problems for which any required corrective actions taken were highly effective |
| Good | Offeror’s performance was current and relevant to the requirements requested. Relevant defined as performing similar services. Performance was accomplished with no or some minor problems for which any required corrective actions taken were effective |
| Satisfactory | Offeror’s performance met contractual requirements. Performance was accomplished with some minor problems for which any required corrective actions taken were satisfactory |
| Unknown/Neutral | No relevant past performance record is identifiable upon which to base a meaningful past performance risk prediction. A search was unable to identify any relevant past performance information for the contractor or their key personnel. This is neither a positive or negative assessment |
| Marginal | Offeror’s performance did not meet all of the contractual requirements. Performance was accomplished with serious problems for which any required corrective actions were marginally effective or not fully implemented |
| Unsatisfactory | Offeror’s performance did not meet most of the contractual requirements. Performance was accomplished with serious problems for which any required corrective actions were ineffective or non-existent |

**M.3 PRICE PROPOSAL**

1. The price proposal shall be evaluated against the following:
* TOTAL ESTIMATED PROPOSAL: The total estimated proposal is the sum of the prices for all CLINs in the base year and all option year periods.
1. Initial Price Evaluation. The objective of the price proposal evaluation is to ensure that the price is fair and reasonable. To achieve the objective of a fair and reasonable price, the below price analysis is deemed the only necessary evaluation.
2. Price Analysis. In accordance with CNICINST 7043.1 CH1, the proposed prices will be examined and evaluated without evaluating its separate cost elements and proposed profit. Techniques include, but are not limited to the following:
* Comparison of proposed prices received in response to the solicitation.
* Comparison of previously proposed prices and contract prices with current proposed prices for the same or similar services, if both the validity of the comparison and the reasonableness of the previous price(s) can be established.
* Comparison of proposed prices with Independent Government Cost Estimate.

**M.4 CLARIFICATIONS**:

Communications with an offeror for clarifications may be necessary and are for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal. Clarification does not give the offeror an opportunity to revise or modify its proposal.

**M.5 EVALUATION OF OPTIONS**

The NAFI will evaluate offers for award purposes by adding the total price for all options to the totalprice for the basic requirement. Evaluation of options will not obligate the NAFI to exercise the option(s).

**M.6 CONTRACT AWARD**

The contract resulting from this solicitation will be awarded to the responsible offerors whose offer conforms to the solicitation, and is the most advantageous to the NAFI, price and non-price factors considered (best value).

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

**(End of Section M)**