

SOLICITATION, OFFER, AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING To be determined at Task Order Level	PAGE 1	OF PAGES 100
CONTRACT NUMBER N00178-16-D-8737	3. SOLICITATION NUMBER N00178-16-R-4000	4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	5. DATE ISSUED 09 NOV 2015	6. REQUISITION/PURCHASE NO.
7. ISSUED BY NAVAL SURFACE WARFARE CENTER 17632 DAHLGREN ROAD, SUITE 157 DAHLGREN, VA 22448-5110 Email: Seaport_EPCO@navy.mil		CODE N00178	8. ADDRESS OFFER TO (If other than Item 7) SEAPORT-e PCO NSWCDD BLDG 116 18186 DAHLGREN ROAD DAHLGREN, VA 22448 (SEE SECTION L.2.0)	

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

SOLICITATION

9. Sealed offers in original 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 **NO HANDCARRY ALLOWED (SEE SECTION L—MUST BE MAILED)** until **2 pm** local time on **Thursday, 21 January 2016**.
CAUTION — Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-10. All offers are subject to terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME Code 022	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS
		AREA CODE 540	NUMBER 653-7087	EXT. seaport_epco@navy.mil

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT <small>(See Section I, Clause No. 52.232-8)</small>	10 CALENDAR DAYS %	20 CALENDAR DAYS %	30 CALENDAR DAYS %	CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS <small>(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):</small>	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	12/21/15		
	002	01/13/16		

15A. NAME AND ADDRESS OF OFFEROR CODE <u>05HQ5</u> FACILITY Federal Management Systems, Inc. 462 K Street, NW Washington, DC 20001	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) Aubrey A. Stephenson, President/CEO
15B. TELEPHONE NUMBER AREA CODE 202	NUMBER 842-3003
EXT. 301	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.
	17. SIGNATURE <i>Aubrey A. Stephenson</i>
	18. OFFER DATE 02/01/16

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED See Section B	20. AMOUNT See Section B	21. ACCOUNTING AND APPROPRIATION See Page 1a
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ITEM 25
24. ADMINISTERED BY (If other than Item 7) See Page 1a	CODE	25. PAYMENT WILL BE MADE BY See Page 1a
26. NAME OF CONTRACTING OFFICER (Type or print) STACY M. MCQUAGE		27. UNITED STATES OF AMERICA <i>Stacy M. McQuage</i> (Signature of Contracting Officer)
		28. AWARD DATE 06/30/2016

Block 21 – Accounting and Appropriation Data

Government Minimum Obligation: \$2,501.00

Account and Appropriation data will be established at the Task Order Level.

Block 24 – Administered By:

DCMA Baltimore

217 East Redwood Street

Suite 1800

Baltimore, MD 21202-3375

DODAAC CODE **S2101A**

Block 25 – Payment Made By:

DFAS Columbus Center

DFAS-CO/South Entitlement Operations

P.O. Box 182264

Columbus, OH 43218-2264

DODAAC Code **HQ0338**

Distribution:

Contractor

File

EDA

SUMMARY OF FILL INS

CLIN 7000-7999 UNIT PRICE \$126.74 MAX QUANTITY 17,497,238 HOURS

Applicable Zones 2

Cost Saving (Clause H.10) 6 % Year 2
 6 % Year 3

Maximum Pass Through 8%

Maximum Escalation Rate 1.5%

Maximum Fee Rate 7.5%

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NAME OF OFFEROR OR CONTRACTOR

SECTION B - SUPPLIES OR SERVICES AND PRICES**THE OFFEROR SHALL INSERT THE PROPOSED AMOUNT OR CONTRACTOR SPECIFIC INFORMATION WHERE AN * APPEARS.**

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
7000-7999	Engineering, Technical, and Programmatic Support Services	17,497,238	Hours	\$126.74	\$2,217,600,000.00

ALL ORDERS USING ITEMS 7000-7999 WILL BE COST TYPE ORDERS

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
8000-8999	Engineering, Technical, and Programmatic Support Services	8,850	Orders		\$1,623,600,000.00

ALL ORDERS USING ITEMS 8000-8999 WILL BE FIXED PRICE ORDERS

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
9000-9999	Other Direct Costs required to perform effort under CLIN 7000-7999	1	Lot		\$118,800,000.00

ALL ORDERS USING ITEMS 9000-9999 WILL BE COST ONLY ORDERS**SEE SECTION H - SPECIAL CONTRACT REQUIREMENTS**

NAME OF OFFEROR OR CONTRACTOR

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

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

CONTRACT MINIMUM/MAXIMUM QUANTITY AND CONTRACT VALUE

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

BASE PERIOD

MINIMUM QUANTITY	MINIMUM AMOUNT	MAXIMUM QUANTITY	MAXIMUM AMOUNT
N/A	N/A	8,850 orders and 17,497,238 Hours	\$3,960,000,000.00

CLIN MINIMUM/MAXIMUM QUANTITY AND CLIN VALUE

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

CLIN	MAXIMUM QUANTITY	MAXIMUM AMOUNT
7000	17,497,238 HOURS	\$2,217,600,000.00
8000	8,850 ORDERS	\$1,623,600,000.00
9000	1 LOT	\$ 118,800,000.00

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

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

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

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NAME OF OFFEROR OR CONTRACTOR

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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

HQ B-2-0014 PAYMENTS OF FEE (S) (COMPLETION) (NAVSEA) (MAY 1993)

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

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

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

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

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

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(a) For purposes of this contract, "fee" means "target fee" in cost-plus-incentive-fee type contracts, base fee" in cost-plus-award-fee type contracts, or "fixed fee" in cost-plus-fixed-fee type contracts for level of effort type contracts.

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable, and shall be paid fee at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

(End of Text)

NOTES

⇒ Fee paid is based on total fee dollars divided by total man-hours to be provided.

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

NAME OF OFFEROR OR CONTRACTOR**HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (APR 2015)**

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs determined to be allowable, allocable and reasonable by the Procuring Contracting Officer, Administrative Contracting Officer or their duly authorized representative, as advised by DCAA.

(b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incidental to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incidental to relocation.

(d) The Contractor shall not be reimbursed for the following daily local travel costs:

- (i) travel at U.S. Military Installations where Government transportation is available,
- (ii) travel performed for personal convenience/errands, including commuting to and from work, and
- (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

(End of Text)

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NAME OF OFFEROR OR CONTRACTOR

SECTION C - DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

SCOPE

1.1 - Background

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

1.2- Scope of Contract

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

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

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