

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE S	PAGE OF PAGES 1 27
2. AMENDMENT/MODIFICATION NO. 0005	3. EFFECTIVE DATE 25-May-2023	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)
6. ISSUED BY NAWCTSD PROCUREMENT GROUP 12211 SCIENCE DRIVE ORLANDO FL 32826-3224	CODE N61340	7. ADMINISTERED BY (If other than item 6) See Item 6		
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		X	9A. AMENDMENT OF SOLICITATION NO. N6134023R0058	
		X	9B. DATED (SEE ITEM 11) 28-Apr-2023	
			10A. MOD. OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. ACCOUNTING AND APPROPRIATION DATA (If required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.				
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.				
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).				
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:				
D. OTHER (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.				
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) The execution of Amendment 04 is to update the following: 1. Address all questions received in response to the Solicitation. Changes to the updated solicitation are highlighted in blue. All other terms and conditions of the SWMFTS solicitation remain unchanged.				
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.				
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
		TEL:	EMAIL:	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED
_____ (Signature of person authorized to sign)		BY _____ (Signature of Contracting Officer)		25-May-2023

Systems Analyst, Senior	3,840	3,840	3,840	3,840	3,840	3,840	3,840	26,880
Technical Writer II	3,840	3,840	3,840	3,840	3,840	3,840	3,840	26,880
Technical Writer III	1,920	1,920	1,920	1,920	1,920	1,920	1,920	13,440
								1,236,480

(b) FAR Clause 52.232-20, "Limitation of Cost" applies to fully funded orders and FAR Clause 52.232-22, "Limitation of Funds" applies to incrementally funded orders. Nothing in this clause amends the rights or responsibilities of the parties hereto under either of those two clauses. In addition, the notifications required by this clause are separate and distinct from any specified in either FAR Clause 52.232-20 or FAR Clause 52.232-22.

(c) It is agreed that while the contractor's performance during the period set forth in paragraph (a) above is based upon an anticipated level of effort consisting of man-hours of direct labor (as may be described or defined elsewhere herein), such level of effort may fluctuate, either upward or downward, by no more than ten (10%) percent of the total anticipated man-hours. This fixed fee is agreed to be paid for man-hours expended from ninety (90%) percent to one hundred ten (110%) percent of the total anticipated man-hours. The fixed fee shall not vary with the cost of the actual effort supplied within this range. In the event that less than ninety (90%) percent of the anticipated level of effort is actually expended by the expiration date of the contract, the Government shall have the option of:

- (1) Requiring the contractor to continue to perform until the level of effort expended equals ninety (90%) percent of the anticipated level of effort; or
- (2) Effecting a reduction in the fixed fee by the percentage by which the total expended man-hours is less than ninety (90%) percent of the anticipated level of effort.

(d) The contractor agrees that effort performed in fulfillment of level of effort obligations under this contract shall include only verifiable effort in direct support of the work specified. It shall not include efforts such as work performed in transit to or from an employee's usual workplace, work during lunchtime activities, or effort performed at other non-work locations.

The following have been modified:

B.1 ACRONYMS

The following definitions are provided for acronyms/symbols that may be used in this document:

ACO	Administrative Contracting Officer
ACOR	Alternate Contracting Officer Representative
ACRN	Accounting Classification Reference Number
AMSDL	Acquisition Management System and Data Requirements Control List
AMT	Amount
ANC	Alaska Native Corporation
CAF	Contract Access Fee
CAGE	Commercial and Government Entity
CBA	Collective Bargaining Agreement
CCR	Central Contractor Registration
CDRL	Contract Data Requirements List (DD Form 1423)
CD-ROM	Compact Disc – Read-Only Memory
CLIN	Contract Line Item Number
COR	Contracting Officer's Representative
COST	Cost Reimbursable
CPARS	Contractor Performance Assessment Reporting System
CPFF	Cost plus fixed fee
CS	Contract Specialist
CSD	Contract Start Date

DIDs	Data Item Descriptions
DOD	Department of Defense
DODAAC	Department of Defense Address Activity Code
DOL	Department of Labor
DON	Department of Navy
DUNS	Data Universal Numbering System
EST	Estimated
EST	Eastern Standard Time
FAR	Federal Acquisition Regulation
FFP	Firm Fixed Price
FTR	Federal Travel Regulations
FY	Fiscal Year
G&A	General and Administrative
GFP	Government Furnished Property
HR	Hour
HUBZones	Historically Underutilized Business Zones
IA	Information Assurance
IAW	In Accordance With
IDV	Indefinite Delivery Vehicle
ID/IQ	Indefinite Delivery/Indefinite Quantity
ID/IQC	Indefinite Delivery/Indefinite Quantity Contract
IPT	Integrated Procurement Team
ISD	Instructional Systems Development
ISE	In-Service Engineer
ISEO	In-Service Engineering Office
IT	Information Technology
ITAR	International Traffic in Arms Regulations
JTR	Joint Travel Regulation
LH	Labor hour
LO	Lot
MAC	Multiple Award Contract
MO	Month
MOB	Mobilization
MSD	Mobilization Start Date
MSDS	Material Safety Data Sheet
N/A	Not Applicable
NAICS	North American Industry Classification System
NAF	Naval Air Facility
NAS	Naval Air Station
NAVAIR	Naval Air Systems Command
NAWCTSD	Naval Air Warfare Center Training Systems Division
NMCI	Navy Marine Corps Intranet
NDI	Non-developmental item
NLRB	National Labor Relations Board
NS	Naval Station
NSP	Not Separately Priced
NTE	Not to Exceed
OAWR	Over and Above Work Request
OCI	Organizational Conflict of Interest
ODC	Other Direct Cost
O&M	Operations and Maintenance
OEM	Original Equipment Manufacturer
OFCCP	Office of Federal Contract Compliance Programs
QASP	Quality Assurance Surveillance Plan
QTR	Quarter

PBW	Price Breakout Worksheet
PCO	Procuring Contracting Officer
PEW	Price Evaluation Worksheet
PG	Page
PJM	Project Manager
POC	Point of Contact
PRST	Performance Requirements Summary Table
PST	Pacific Standard Time
QA	Quality Assurance
QTY	Quantity
REQ	Required
RFP	Request for Proposals
RPRT	Report
S/N	Serial Number
SAAR	Systems Authorization Access Request
SBA	Small Business Administration
SBC	Small Business Concern
SCA	Service Contract Act
SE	Systems Engineering
SLIN	Sub-contract Line Item Number
SOW	Statement of Work
SS	Supply Support
SWMFTS	Software Maintenance of Fielded Training Systems
TBD	To Be Determined
TBN	To Be Negotiated (For Purposes of the Basic Contract)
TD	Technical Directive
TDR	Training Device Relocation
TDV	Technical Data Verification
TECH	Technician
T&M	Time-and-Material
TO	Task Order
TOM	Task Order Manager
TPOC	Technical Point of Contact
TSDM	Training System Device Modifications
TSM	Training Systems Management
UDIDs	Unique Data Item Descriptions
UIC	Unit Identification Code
WAWF	Wide Area Work Flow
WD	Wage Determination

B.2 MOBILIZATION

CLIN 0001 is Firm Fixed Price Mobilization for the following sites:

Table B-2	
Location	FFP monthly unit price
Whidbey Island, WA	
Jacksonville, FL	
Mayport, FL	
Orlando, FL	
Norfolk, VA	
Cherry Point, NC	

Beaufort, SC	
North Island, CA	
San Diego, CA	
Miramar, CA	
Camp Pendleton, CA	
Point Mugu, CA	
Fallon, NV	
Pensacola, FL	
Corpus Christi, TX	
Fort Worth, TX	
Kingsville, TX	
Newport, RI	
Iwakuni, Japan	

B.3 STREAMLINED ORDERING FOR COST-PLUS FIXED FEE TERM LOE ORDERS

LOE Orders will be issued under this contract using the following streamlined ordering procedures:

- (1) For each proposed order, the contracting officer will provide the contractor with a Task Order (TO) and an Independent Government Cost Estimate (IGCE). The IGCE is an estimate of labor hours by labor category utilizing the estimated and negotiated Burdened Labor rates Table below to calculate the total estimated cost for the proposed TO. The TO fixed fee is calculated using Section H Clause 5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR).
- (2) These Composite rates are estimates, and invoicing will be based on actual costs incurred. Ceiling for Other Direct Costs (ODCs) will be priced in accordance with the Government estimate. TOs crossing multiple years will be estimated by the Government using the composite rates for each year in proportion to the period of performance of the TO.
- (3) Requirements for contractor response:
 - (i) If the contractor agrees that it can perform the TO within the parameters of the IGCE, the contractor shall sign and return the DD1155 to the contracting officer within three (3) working days of receipt of the TO and IGCE. If the requirement remains valid, a priced order will be issued to the contractor.
 - (ii) If the contractor does not agree with the TO and/or IGCE, the contractor shall submit a proposal to the contracting officer within five (5) working days of receipt of the TO and IGCE, addressing only the specific areas of difference in labor categories and/or hours in the IGCE. Once the differences are resolved between the contracting officer and the contractor, and the requirement remains valid, a priced order will be issued to the contractor.
 - (iii) If the contractor fails to respond to the proposed order within five (5) working days of receipt of the TO, the contracting officer may unilaterally issue the TO or extend the deadlines above when in the best interest of the Government.
 - (iv) For CPFF CLINs, the Prime contractor's maximum fixed fee rate to be applied to a CLIN's estimated cost ceiling amount is (to be completed by the offeror – insert percentage)% and the Prime contractor's maximum fixed fee rate to be applied to subcontractor efforts is (to be completed by the offeror – insert percentage)%. These percentages shall be used to determine the Fixed Fee dollar amounts on issued/awarded task orders. The fixed fee percentages shall apply throughout the duration of the contract (including any options exercised) for all task orders issued and shall not be negotiated on

individual task orders. To determine a CPFF CLIN's fixed fee amount, the government will multiply the CPFF CLIN's estimated cost ceiling by the fixed fee rate(s), as applicable.

- (v) Contractor shall complete Table B-3 below. Table B-3 shall match rates proposed in Attachment L-C1.

Table B-3	BASE PERIOD					OPTION PERIOD	
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
Whidbey							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Jacksonville							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journeyman	\$	\$	\$	\$	\$	\$	\$
Technical Writer III	\$	\$	\$	\$	\$	\$	
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Supply Technician	\$	\$	\$	\$	\$	\$	\$
Drafter/CAD Operator, Journeyman	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Journeyman	\$	\$	\$	\$	\$	\$	\$
Mayport							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Orlando							
Engineer/Scientist, Junior - Hardware Engineer	\$	\$	\$	\$	\$	\$	\$
Norfolk							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Technical Writer II	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Cherry Point							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journeyman	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Junior	\$	\$	\$	\$	\$	\$	\$
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$	\$	\$
Computer Scientist, Journeyman	\$	\$	\$	\$	\$	\$	\$

Engineer/Scientist, Journeyman - Hardware Engineer	\$	\$	\$	\$	\$	\$	\$
Technical Writer II	\$	\$	\$	\$	\$	\$	\$
Beaufort							
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$
North Island							
Software Engineer, Journeyman	\$	\$	\$	\$	\$	\$	\$
Systems Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
San Diego							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
System Administrator, Junior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Miramar							
Network Engineer	\$	\$	\$	\$	\$	\$	\$
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Camp Pendleton							
Software Engineer, Journeyman	\$	\$	\$	\$	\$	\$	\$
Point Mugu							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Pensacola							
Software Engineer, Senior	\$	\$	\$	\$	\$	\$	\$
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Documentation Specialist	\$	\$	\$	\$	\$	\$	\$
Software Engineer, Journeyman	\$	\$	\$	\$	\$	\$	\$
Corpus Christi							
Software Engineer, Junior	\$	\$	\$	\$	\$	\$	\$
Fallon							
Information Assurance Analyst, Senior	\$	\$	\$	\$	\$	\$	\$
Ft. Worth							
Software Engineer, Journeyman	\$	\$	\$	\$	\$	\$	\$
Kingsville							
Engineer/Scientist, Junior - Hardware Engineer	\$	\$	\$	\$	\$	\$	\$
Newport							
Electronics Technician Maintenance III	\$	\$	\$	\$	\$	\$	\$
Supply Technician	\$	\$	\$	\$	\$	\$	\$

Iwakuni, Japan							
System Administrator, Senior	\$	\$	\$	\$	\$	\$	\$

The following have been deleted:

5252.211-9503 LEVEL OF EFFORT (COST REIMBURSEMENT) DEC 2012

SECTION G - CONTRACT ADMINISTRATION DATA

The following have been modified:

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(a) Definitions. As used in this clause—

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

TO BE COMPLETED IN INDIVIDUAL ORDERS

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1 or Cost Voucher, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

TO BE COMPLETED IN INDIVIDUAL ORDERS

(Contracting Officer: Insert either “Invoice 2in1”, “Cost Voucher” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N61340
Admin DoDAAC**	N61340
Inspect By DoDAAC	N61340
Ship To Code	N61340
Ship From Code	N61340
Mark For Code	N61340

Service Approver (DoDAAC)	TBD
Service Acceptor (DoDAAC)	TBD
Accept at Other DoDAAC	TBD
LPO DoDAAC	TBD
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	TBD

(*Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(**Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Mr. Johnny W. Truett, email: johnny.w.truett.civ@us.navy.mil, phone: 252-466-5961 - Acceptor

Mr. Ruben Bermudez, email: ruben.bermudez1.civ@us.navy.mil, phone: 407-380-8387 - Acceptor

Mr. Levi Alexander, email: levi.m.alexander.civ@us.navy.mil, phone: 407-380-8667 - View Only

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

5252.232-9510 PAYMENT OF FIXED FEE (NAVAIR) (OCT 2005)

(a) The fixed fee, as specified in Section B of this contract, subject to any adjustment required by other provisions of this contract, will be paid in installments. The fixed fee will be paid not more frequently than bi-weekly based on the allowable cost. The amount of each such installment shall be in the same ratio to the total fixed fee the dollars per hour (based on the fixed fee divided by the level of effort in hours). Payment shall be made in accordance with FAR Clauses 52.216-7, "Allowable Cost and Payment," and 52.216-8, "Fixed Fee."

Following Chart will be completed in individual task orders			
Period	Fixed Fee	Hours	Fee Per Hour
TASK ORDER	XXXX	XXXX	XXXX

(b) In the event of termination of the work in accordance with the FAR Clause 52.232-22, "Limitation of Funds", the fixed fee shall be redetermined by mutual agreement equitably to reflect the reduction of the work performed. The amount by which such fixed fee is less than or exceeds payments previously made on account of fee, shall be paid to (or repaid by) the contractor.

(c) The balance of the fixed fee shall be payable in accordance with other clauses of this contract.

(d) For indefinite delivery type contracts the terms of this clause apply to each delivery/task order there under.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

The following have been modified:

5252.216-9506 MINIMUM AND MAXIMUM QUANTITIES (NAVAIR)(MAR 1999)

As referred to in paragraph (b) of FAR 52.216-22 "Indefinite Quantity" of this contract, the contract minimum quantity is the 1000 hours; the maximum quantity is **2,36,480** hours, unless there is an increase due to exercised options.

SECTION I - CONTRACT CLAUSES

The following have been modified:

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class	Monetary Wage-Fringe Benefits
30462 – Technical Writer II	WD for each site
30463 – Technical Writer III	WD for each site
30063 – Drafter/CAD Operator III	WD for each site
01410 – Supply Technician	WD for each site
23183 – Electronics Technician Maintenance III	WD for each site
01070 – Documentation Preparation Clerk	WD for each site

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

SECTION J ATTACHMENTS

Attachment	Description	Date
J-1	Statement of Work for Software Maintenance of Fielded Training Systems Statement of Work	3/9/2023
J-2	DD 254 Plan	10/31/2022
J-3	Surveillance Activity Checklist	3/9/2023

J-4	Data Item Transmittal	1/31/2023
J-5	Funded Level of Effort Spreadsheet	To be completed with each individual Order and shall be a continuous running total of all orders.
J-6	Special Measures Agreement with Japan	1/7/2022
J-7	CDRL Address List	
J-8	Department of Labor Service Contract Labor Standards Wage Determinations	N/A
J-8(a)	WD 15-4089, Rev-22, Newport, RI	12/27/2022
J-8(b)	WD 15-4341, Rev-22, Norfolk, VA	12/2/2022
J-8(c)	WD 15-4539, Rev-20, Jacksonville, FL	12/27/2022
J-8(d)	WD 15-4561, Rev-22, Pensacola, FL	12/27/2022
J-8(e)	WD 15-5475, Rev-19, Yuma, AZ	12/27/2022
J-8(f)	WD 15-5547, Rev-21 Whidbey Island, WA	12/27/2022
J-8(g)	WD 15-5635, Rev-21 North Island and Camp Pendleton, CA	12/27/2022
J-8(h)	WD 15-5781, Rev-20, Cherry Point, NC	12/27/2022
J-8(i)	WD 15-5635, Rev-21, San Deigo, CA	12/27/2022
Exhibit B	CDRL B001	3/8/2023
Exhibit B	CDRL B002	3/8/2023
Exhibit B	CDRL B003	3/8/2023

RFP Attachments

Attachment L-T1	Security FCL Verification Worksheet
Attachment L-T2	Technical Experience
Attachment L-P1	Past Performance Summary Tables
Attachment L-P2	Past Performance Contract Data (PP-1)
Attachment L-P3	Past Performance Questionnaire
Attachment L-C1	Pricing Worksheet
Attachment L-Q1	Question Response Tracker

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

SECTION L

PART A GENERAL INSTRUCTIONS

1.0 GENERAL.

Section L contains instructions on how to prepare and submit proposals in response to this solicitation. Nonconformance with these instructions may result in an unfavorable proposal evaluation and may render a proposal unawardable.

The government intends to award without discussions. Offerors are not to assume that they will be contacted or afforded an opportunity to clarify, discuss, or revise their proposal. Therefore, the initial proposal should contain the

Offeror's best terms. However, the government reserves the right to conduct discussions if later determined by the Contracting Officer (CO) to be necessary. The government will base its evaluation on the information presented in the offeror's proposal. It is the offeror's responsibility to submit a proposal that enables government evaluators to effectively evaluate the offeror's proposal. Alternate proposals are not acceptable. In addition, taking exception or deviating from any term or condition of the solicitation may make an offer unacceptable, and the proposal unawardable, unless the solicitation expressly authorizes such an exception or deviation with regard to that specific term or condition.

Throughout these instructions, Offeror is defined as the prime contractor with its CAGE code identified in Block 15A on Standard Form (SF)-33, Solicitation, Offer, and Award. A "Joint Venture" (JV) is a partnership or teaming arrangement that is formed for the purpose of responding to this solicitation when the prime contractor consists of more than one legal entity. "JV Team Members" are the entities that make up a Joint Venture.

This requirement is 100% set-aside for the small business.

2.0 ELECTRONIC PROPOSAL FORMAT

This section is intended to provide information to the Offerors on the electronic format and application software to be used for submitting proposals. Use of the software and procedures described in this section will reduce the amount of time and effort needed to receive and upload proposals and will ensure the proposals received are suitable for reading electronically during evaluation.

Proposals must be formatted using a Times New Roman 12 pt Normal font (no reduction permitted), single-spaced with 1-inch margins all around, and formatted for standard 8.5 x 11 inch paper. All pages should be numbered with section and page numbers. Graphs and tables shall be presented in no smaller than a 10 pt font and should contain a grid, which allows values to be read directly from the graph. Drawing may be of any size and will count as one page. Graphic resolution, including such data as tables or charts, should be consistent with the purpose of the data presented. When using Government supplied templates (e.g. Attachment T1, Attachment P1, Attachment P2, Attachment L-C1), no modifications to font or scaling are required. All proposal documents must be fully searchable Adobe Acrobat Reader Portable Document Format (PDF) or spreadsheets compatible with Microsoft Excel and contain no hidden or locked cells, where applicable.

The Offeror is responsible for ensuring electronic proposals are virus free and shall run an anti-virus scan before submission. Offerors may NOT use hyperlinks. In order to reduce file sizes, the Offeror shall not embed sound or video (e.g., MPEG) files within the proposal submission. The Offeror is encouraged to simplify the color palette used in creating figures; and minimize size of graphics files; and avoid scanned images.

3.0 PROPOSAL CONTENT AND VOLUMES

Each volume shall contain the following information:

- Cover and title page
- Title of proposal and proposal volume
- Offeror's name, address, and CAGE code
- POC name, phone number, and email address
- RFP number
- Table of Contents (The table of contents must provide sufficient detail to enable easy location of important elements)

Volume Number	Volume Title
1	Technical
2	Past Performance

3	Cost/Price
4	Administrative

4.0 ELECTRONIC PROPOSAL SUBMISSION

All volumes of the proposal shall be submitted electronically through the Solicitation Module of the Procurement Integrated Enterprise Environment (PIEE) at <https://piee.eb.mil>. No other submissions, such as mail, hand-carried, or other electronic system (e.g., DOD SAFE) are authorized by the solicitation unless specifically authorized by the Contracting Officer pursuant to paragraph 4.1 below. For instructions on how to post an offer, please refer to the Posting Offer demo: https://piectraining.eb.mil/wbt/sol/Posting_Offer.pdf.

It is the Offeror's responsibility to follow the registration instructions found on the PIEE website. It is advised that all potential prime Offerors and their subcontractors ensure the proper company points of contact are registered in the site based on their CAGE codes and have the proper roles assigned well in advance of the solicitation closing date. Subcontractors are only required to register in PIEE if they want to submit their proprietary proposal information separately from the prime offer. Documents submitted by the subcontractor directly to the Government must have the prime contractor's name, CAGE, and RFP number on the first page of the document.

It is also the Offeror's responsibility to confirm receipt of proposals and all electronic communications. Screen shots of the submission should also be taken to validate a submission was accepted in the PIEE system against this solicitation. The Government is not obligated to search for incorrectly submitted proposals in PIEE.

The submission date for all Volumes shall be no later than the date and time specified in Block 9 of the SF 33 of the RFP.

4.1 If there is an unanticipated PIEE System outage within 24 hours of the proposal due date and the outage has interrupted normal Government processes so that proposals cannot be received by the exact time specified in the solicitation, the Contractor shall immediately notify the Contracting Officer. This notification shall occur prior to the proposal submission deadline and shall be made in writing. The notification may be in conjunction with verbal notification, but verbal notification alone shall not be sufficient. The Offeror shall obtain written approval from the Contracting Officer to submit the proposal via an alternate method as shown in paragraph 4.2 or the Contracting Officer may advise the Offeror that the Government will follow the procedures set forth in FAR 15.208(d) for amending the solicitation closing date.

4.2 The following alternate method may be utilized when authorized by the Contracting Officer in accordance with paragraph 4.1.

Email: proposal may be emailed to the following:

Levi.m.alexander.civ@us.navy.mil with cc to cynthia.d.armound.civ@us.navy.mil

4.3 Late Proposals: Offerors are advised that the time identified on Block 9 of the Standard Form (SF) 33 applies. Delivery is defined as having occurred based on the PIEE System or time stamp of email receipt. Offerors are strongly encouraged to deliver as early as possible to avoid any risk of late submission.

5.0 CLASSIFIED DATA

All proposals must be UNCLASSIFIED.

6.0 SOLICITATION CHANGES

For notice of any changes and additional information provided by the Government for the solicitation, please go to <https://www.beta.sam.gov>.

For any changes and additional information for the solicitation please go to website System for Award Management (SAM) <https://SAM.gov>. Search the database for the solicitation number **N6134023R0058**.

7.0 MINIMUM OFFER ACCEPTANCE PERIOD

- a. The “Acceptance Period” is the number of calendar days available to the Government for awarding a contract from the date specified in this solicitation for receipt of proposals.
- b. This provision supersedes any language pertaining to the acceptance period that may appear elsewhere in this solicitation.
- c. The Government minimum acceptance period is **270 calendar days**.
- d. The Offeror agrees to execute all that it has undertaken to do, in compliance with its offer, if that offer is accepted in writing within the acceptance period stated in paragraph (c) of this section.

8.0 SOLICITATION QUESTIONS.

Please direct all questions only to the Contract Specialist and Contracting Officer for this acquisition. Any questions regarding this solicitation must be submitted in writing by electronic mail to the following address, please include all addressees identified below:

Mr. Levi M. Alexander, Contract Specialist, levi.m.alexander.civ@us.navy.mil.
Ms. Cynthia Armound, Contract Specialist, cynthia.d.armound.civ@us.navy.mil
Ms. Maria D Maldonado, Contracting Officer, maria.d.maldonado20.civ@us.navy.mil

Each question shall reference the applicable document, paragraph, and page number. Offerors should avoid submitting questions containing proprietary information as the government intends to provide responses to all potential offerors via amendment to the solicitation.

All questions on the solicitation must be submitted no later than 18 May 2023 by 10:00 a.m. The government may not respond to questions received after that date. Accordingly, offerors are encouraged to carefully review all solicitation requirements and submit questions to the government early in the proposal cycle.

9.0 PRE-PROPOSAL CONFERENCE

A Pre-Proposal Conference will be conducted as follows:

Location:	VIRTUAL via TEAMS
POC:	Mr. Levi M. Alexander, Email: levi.m.alexander.civ@us.navy.mil
Date/Time:	9 May 2023/2 PM EDT

All prospective offerors are urged to attend the Pre-Proposal Conference. Details regarding the Pre-Proposal Conference will be provided by the Procuring Contracting Officer.

In order to attend the Pre-Proposal Conference, each offeror shall submit a list of attendees from each offeror reflecting the company officials who will attend. Send the request to the point of contact identified above, via email five (5) business days prior to the date of the Pre-Proposal Conference identified above. Only one pre-proposal conference will be held and the conference will be virtual via TEAMS.

PART B SPECIFIC INSTRUCTIONS

1.0 VOLUME 1 – TECHNICAL

1.0 VOLUME 1 – Technical

1.1 Security Clearance. The Offeror shall complete and submit Attachment L-T1 with the Name, Address and Cage Code of the Prime contractor or JV Team Member with the Top Secret Facility Clearance.

1.2 Technical Experience. Complete and submit Attachment L-T2. Provide the contracts identified in Attachment L-T2: one contract that demonstrates experience in managing at least one location/site in a foreign country (excluding U.S. territories), and one contract that demonstrates experience in managing at least two CONUS locations/sites, simultaneously, within the Continental United States (CONUS). Offerors may submit more than one order under a single award IDIQ to demonstrate the second experience requirement above. The contract(s) must have been awarded to the prime contractor, JV Team Member, or principal subcontractor and the CAGE Codes of the contract(s) must match one of the CAGE Codes listed in the table in the Administrative Volume. Finally, the offeror may only submit the contract itself (not documents external to the contract like emails, report submittals, or self-assertions) to demonstrate that the contract required the management of the above sites.

2.0 VOLUME 2 - PAST PERFORMANCE

The Offeror's proposal shall include a Past Performance volume consisting of (1) a completed Attachment L-P1, (2) a completed Attachment L-P2, (3) the most recent, conformed copy of each past performance reference identified in Attachments L-P1 and L-P2 (including any attached description of the tasking, like a SOW or PWS), (4) any narrative needed in response to Section L, Part B, Paragraphs 2.4 below, and (5) any Show Cause Notices, Cure Notices, and Terminations for Default (and the related contracts). The Offeror shall identify a maximum of two past performance references performed within three years of date of issuance of the final solicitation.

The two references are inclusive of subcontractor references. The Offeror shall not submit Past Performance information for subcontractors other than major subcontractors. A major subcontractor is one who will perform 30 percent or more of the effort. The Government will not evaluate past performance of parent, subsidiaries or other affiliates unless they are proposed as a major subcontractor. The burden of providing thorough and complete past performance and systemic improvement information remains with the Offeror.

If the offeror submits a single award Indefinite Delivery Indefinite Quantity (IDIQ) as a reference then it may identify up to a maximum of 2 orders under the IDIQ. Those orders in the aggregate will count as one reference. However, orders under a Multiple Award Contract (MAC) will each count as a reference.

If the Offeror proposes past performance of a JV Team member(s) or subcontractor(s), then the Offeror should submit a signed "Release of Adverse Past Performance Authorization Letter(s)" with written consent from the JV Team Member or any proposed subcontractor that authorizes the release of adverse past performance information to the prime offeror or JV POC. If the JV Team Member or subcontractor does not provide an authorization letter, then the Offeror shall provide a POC for the JV Team Member or the subcontractor. The POC information shall include a name, address, phone number, and email address. The Government will contact that POC concerning that JV Team Member's or subcontractor's past performance.

2.1 Offeror Summary Table. The Offeror shall complete Attachment L-P1, "Past Performance Summary," identifying the entities that will execute the contract resulting from this solicitation and the past performance references that the Offeror believes are its best, most relevant references.

2.2 Relevancy Data. The Offeror shall complete Attachment L-P2, "Relevancy Data," for the past performance references identified in Attachment L-P1, "Past Performance Summary." Follow the instructions in the attachment. The Offeror must provide the page citations requested. Tasking must also include citations to the particular paragraph containing the relevant information.

2.3 Contract Documents. The Offeror shall provide the most recent, conformed copy of each past performance reference identified in Attachments L-P1 and L-P2. The Offeror shall include any contract attachment needed to demonstrate the current, accurate dollar value of the past performance reference and the other relevancy information

identified in Attachments L-P1 and L-P2. The Government will not search for contract documents to fill gaps in the Offeror's proposal (such as a missing SOW).

2.4. Narrative. If the Offeror submits a past performance reference for an entity with a CAGE Code other than the CAGE Codes listed in Attachment L-P1, then the Offeror shall provide a written explanation as to how that performance is reflective of the Offeror and any related information, such as corporate acquisition or merger information or information required by 13 CFR 125.11.

The Offeror shall also provide a written explanation of any systemic improvement it would like the government to consider concerning any adverse past performance. Describe the techniques, elements, and tools used to correct problems and, if applicable, how these techniques, elements, and tools may be used for the contract resulting from this solicitation.

2.5 Regardless of relevancy, the Offeror shall provide all Show Cause Notices, Cure Notices, and Terminations for Default received on any contract, task order, or delivery order within three years of the issuance date of the final solicitation. For each instance, the offeror shall provide the contract, including any attached description of tasking, such as a SOW.

2.6. Past Performance Questionnaires (PPQ). For past performance references that do not have a Contract Performance Assessment Report (CPAR), the Offeror shall, within 14 day of solicitation issuance, forward a blank copy of Attachment L-P3, "Past Performance Questionnaire," to the past performance reference Procuring Contracting Officer (PCO), Administrative Contracting Officer (ACO), Program Manager who is the Assessing Official, or Commercial Purchasing Agent. The offeror shall include instructions to send completed questionnaires by the date in Block 9 of the SF33, to the Contract Specialist, via email at levi.m.alexander.civ@us.navy.mil. The offerors shall not submit a PPQ for any past performance reference that has a CPAR.

3.0 VOLUME 3 COST/PRICE

3.1 General.

(a) As this is a competitive acquisition with adequate price competition anticipated, certified cost or pricing data in accordance with FAR 15.403-1 is not required. However, in the event that adequate price competition does not exist after receipt of proposals, the Government reserves the right to request additional cost or pricing data as necessary from both the Offeror and subcontractors. Further, the Offeror may be required to provide a Certificate of Current Cost or Pricing Data prior to award, pursuant to FAR 15.406-2.

(b) The Offeror shall provide sufficient information to support its price/cost as well as an explanation of all ground rules and assumptions that affect the price/cost estimates.

(c) If the Offeror proposes JV team members or subcontractors to provide labor categories, then the information requested in L.B.3.2 below for those labor categories must either be provided altogether as a single Cost/Price volume, or each entity (e.g. prime contractor, JV team member, subcontractor) may submit separate Cost/Price volumes directly to the Government. The Offeror must ensure all Cost/Price volume information is submitted by the date/time identified in Block 9 of the SF-33.

(d) For proposal preparation purposes a man-year is calculated at **2,080 hours**.

3.2 Price/Cost Information:

(a) Pricing Worksheet. The Offeror shall submit its fully completed cost/price proposal utilizing the Attachment L-C1 Pricing Worksheet. The spreadsheet shall be formatted as letter size (8.5 X 11) pages and shall be unprotected and unlocked, with formulas intact to show mathematical operations. The Offeror shall follow the instructions on the Instructions tab. The Offeror's completed Attachment L-C1 Pricing Worksheet shall detail the fully burdened labor rates for all prime contractor, JV Team Member, and subcontractor personnel. Fully burdened labor rates are

defined as direct labor rates plus all applicable burdens, to include indirect rates, and subcontractor pass-through costs where applicable. For subcontractor labor, the fully burdened labor rates shall be inclusive of any pass-through charges (e.g., subcontractor handling, fixed fee on subcontractor labor, etc.) applied by the prime contractor.

The Offeror shall utilize the estimated amounts provided by the Government for ODCs in the ODC tab. The contractor shall propose a fixed ODC burden rate in G.2 that will be applied throughout the life of the contract. If the Offeror chooses not to burden ODCs, then the Offeror shall insert "0" in Clause G.2. The Offeror shall not apply fee to ODCs.

The Offeror shall utilize the estimated amounts provided by the Government for Emerging Projects. The Offeror shall not adjust the estimated amounts.

The Offeror shall propose a firm fixed price for mobilization at each site in the Mobilization tab of Attachment L-C1 Pricing Worksheet.

(b) Narrative. The Offeror shall submit a narrative explaining the basis for the buildup of every fully burdened labor rate (including any direct and indirect rates). In this explanation, the Offeror shall reference the substantiating documentation (e.g. Forward Pricing Rate Agreements (FPRAs), contingent hire letters of intent) for every component of the fully burden labor rate of every labor category at every location. The Government is not soliciting any investments. The Offeror shall substantiate the realism of any rate that appears low. Conversely, the Offeror shall substantiate the reasonableness of any rate that appears high. For example, proposed fully burdened labor costs may be subject to the labor tripwire identified in Section M. The Offeror shall substantiate the use of rates that differ in any amount from DCAA rates and/or payroll verification. The Offeror shall explain how wage and fringe rates meet any applicable CBA rates or prevailing rates established by the Department of Labor. The Offeror shall provide rationale for its escalation rate from year to year for all labor categories and sites.

(c) Substantiating Documentation. The Offeror shall provide documentation substantiating every component of the fully burden labor rate of every labor category at every location (every document referenced in response to L.B.3.2.b. above). This documentation may include the most current DCAA Provisional Billing Rate Approval Letter, DCAA Final Billing Rate Approval Letter, and/or DCAA Forward Pricing Rate Agreement / Recommendations, (FPRA/FPRR) and payroll verification for currently employed proposed personnel. Payroll verification shall consist of a form containing the title, direct labor rate, and a signed certification by an authorized representative of the company that the information contained in the form is correct. The Offeror shall submit a letter of intent for every contingent hire (an individual who has committed, under a signed letter of intent, inclusive of salary information, to being employed by the Offeror if the Offeror is awarded the contract). The Offeror shall submit, **if they exist**, Forward Pricing Rate Agreements (FPRAs) (or Forward Pricing Rate Recommendations (**FPRRs**) if no FPRA exists), Collective Bargaining Agreements (CBAs) and Area Wage Determinations (AWDs) that are applicable to any proposed personnel, even if the Offeror does not rely on those documents to substantiate the proposed rates. The Offeror shall also provide historical /provisional billing rates for indirect rates for the three years preceding the final solicitation release date. If the Offeror elects to claim Cost of Money (COM) as an allowable cost, then the Offeror must submit a COM form and show the calculations of the proposed amount. If a composite rate or other pricing methodology (e.g. cost estimating relationships) is utilized, the Offeror shall demonstrate how those rates were developed.

4.0 VOLUME - ADMINISTRATIVE

The Offeror shall provide the following information:

A.Offeror Representatives and Information: The Offeror shall provide a summary sheet comprised of the information listed below for the prime contractor and for each member of a JV and each subcontract, if applicable. Prime Contractor/JV:

1. Business Name.
2. Address.
3. Principal point of contact for this solicitation (Name, title, phone number, email).

4. Secondary point of contact for this solicitation (Name, title, phone number, email).
5. Individuals authorized to negotiate with the Government and contractually bind the Offeror (Name, title, phone number, email).
6. Unique Entity Identification (UEI)
7. CAGE CODE.
8. Business size for this effort (large or small).
9. DCMA point of contact (ACO), email address, telephone, mailing address, and facility/DoDAAC, if applicable
10. DCAA point of contact, email address, telephone number, mailing address, and facility/DoDAAC, if applicable

JV Team Members/subcontractors:

11. Business Name.
12. Address.
13. DCMA point of contact (ACO), email address, telephone, mailing address, and facility/DoDAAC, if applicable
14. DCAA point of contact, email address, telephone number, mailing address, and facility/DoDAAC if applicable.
15. Unique Entity Identification (UEI)
16. CAGE CODE

B. Terms and Conditions:

The Offeror shall provide one of the following two statements in this section.

- i. If the Offeror takes any exceptions or deviations to the provisions of the solicitation and its applicable documents, the Offeror shall provide the following statement: "All exceptions and deviations taken from the solicitation terms, conditions or requirements, including any applicable documents, are included in this section (4.0 Administrative).
- ii. If the Offeror does not take any such exceptions or deviations, then the Offeror shall provide the following statement: "No exceptions or deviations are taken to the terms and conditions or any requirements of the solicitation)."

An exception is where an Offeror states it will not comply with a solicitation requirement, usually involving contract terms and conditions. Any exceptions may make the proposal ineligible for award.

A deviation is where an Offeror proposes to meet the intent of a requirement in a way that does not strictly comply with all requirements/terms/conditions of the solicitation. A deviation could involve a Statement of Work/Performance Work Statement (SOW/PWS) requirement or some other solicitation requirement.

C. If proposing as a Joint Venture, the offeror shall provide a copy of the Joint Venture agreement. In accordance with (IAW) 13 CFR 121.103(h), a joint venture must be in writing and must do business under its own name; must be identified as a joint venture in the System for Award Management (SAM); may be in the form of a formal or informal partnership or exist as a separate limited liability company or other separate legal entity; and, if it exists as a formal separate legal entity, may not be populated with individuals intended to perform contracts awarded to the joint venture (i.e., the joint venture may have its own separate employees to perform administrative functions, but may not have its own separate employees to perform contracts awarded to the joint venture).

D. Original signed SF33 (Solicitation, Offer, and Award) cover page of the solicitation and a signed SF30 cover page of each amendment (as applicable) with all applicable Blocks completed and acknowledgement of receipt of each amendment (as applicable) to this solicitation. The SF-33 Block 12 "fill-in" (proposal validity date) shall be completed.

E. Guarantee the length of proposal validity for at least 270 days after proposal submission.

F. Signed Representations, Certifications, and Acknowledgements (Section K) and complete any fill in clauses. To include confirmation that the offeror has completed the annual representations and certifications electronically via the SAM website paragraph 2(i) of DFARS 252.204-7007 Alt A).

G. Documentation verifying that the Offeror, JV and Subcontractors has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that it's Accounting System has not been approved by DCMA.

H. In accordance with 16.301-3 (a)(3) the contractor's accounting system shall be adequate for determining costs applicable to the contract or order. Contractor shall provide documentation verifying that the Offeror's accounting system is adequate for determining costs applicable to the orders issued under this contract.

I. Complete the, below table identifying the percentage of work, by dollar value, proposed to be performed by every proposed entity (e.g. prime contractor, JV, team member, subcontractor). The names and CAGE Codes must match the information provided in response to A above. The sum of the percentages must equal 100. The prime contractor must perform at least 50% of the cost of the contract incurred for personnel with its own employees for each ordering period in accordance with FAR 52.219-14. Cost of contract incurred for personnel includes direct labor cost, overhead that has only direct labor as its base, and the small business's General and Administrative (G&A) rate multiplied by the labor cost.

Contractor Name	CAGE Code	% of Total Proposed Cost/Price

J. The contractor shall complete Table B-3.

SECTION M - EVALUATION FACTORS FOR AWARD

The following have been modified:

SECTION M

EVALUATION FACTORS

Part A. GENERAL INFORMATION

1.0 GENERAL

The Government expects to select one Offeror whose proposal provides the best value, to the Government, using the trade-off analysis. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement. The Offeror is advised that the lowest priced proposal meeting the solicitation requirements **may not** be selected for an award if award to higher priced Offeror is determined to be more beneficial to the Government. However, the perceived benefits of the higher priced proposal must merit any additional price.

The government will not evaluate classified proposals or any classified information.

2.0 EVALUATION PROCESS

The Government intends to award without discussions. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer (CO) to be necessary.

For the Technical factor an acceptable/unacceptable rating will be assigned. Offerors are advised that during the evaluation process, a technical factor with an "Unacceptable" rating will be unawardable. If an offeror's Technical proposal is Unacceptable, the government will not evaluate the other factors.

For Past Performance, the Government will assign a Performance Confidence Assessment Rating. The assessment reflects the government's level of confidence in the offeror's ability to successfully perform the solicited effort based on the offeror's record of recent and relevant past performance.

The government will utilize a Cost Realism approach to determine the Probable Cost/Price (PC/P)/Price (PC/P). The higher of the PC/P or proposed cost/price will be used in the tradeoff.

3.0 EVALUATION FACTORS FOR AWARD

Proposals will be evaluated using the factors, listed below.

Each offeror will be evaluated based on the following factors:

- (1) Technical
- (2) Past Performance
- (3) Cost/Price

Past-Performance is significantly more important than price/cost.

PART B: SPECIFIC INFORMATION

1.0 TECHNICAL

1.1 Security Clearance. The government will confirm that the name, address, and CAGE Code listed in Attachment L-T1 is the prime contractor or JV Team Member and matches the information for one of the entities in the table in Administrative. If the information does not match that of the prime contractor or JV Team Member and the information in the table in Administrative, then the proposal is Unacceptable. If the information does match, then the government will check National Industrial Security System (NISS) using the name, address, and CAGE Code provided in Attachment L-T1. If that entity does not have a facility clearance in NISS at that time, then the proposal is Unacceptable.

1.2. Technical Experience. The government will review Attachment L-T2 and the related, submitted contract/order(s). The government will review the cited portion of the contract/order(s) to confirm the offeror was required to manage performance at a site in a foreign country (excluding U.S. territories) and at least two sites simultaneously CONUS. The government will only consider the contract/orders itself (not documents external to the contract/order like emails, report submittals, or self-assertions) in assessing whether the offeror demonstrates that the contract/order(s) required the management of the above sites. The government is not obligated to search the contract/order documents on any page/paragraph that is not cited in Attachment L-T2. If the contract/order(s) does not demonstrate that the offeror was required to manage performance at a site in a foreign country (excluding U.S. territories) and at least two sites simultaneously CONUS, then the proposal is Unacceptable.

If either the Security Clearance element or the Technical Experience element is Unacceptable, then the proposal is unawardable and the government will not evaluate the other factors or further consider the proposal.

2.0 PAST PERFORMANCE

Under Past Performance, the Government will evaluate recent and relevant performance to determine how well an Offeror has performed work similar to the work required by the solicitation. When proposals are received from Joint Ventures and subcontractors, specifically formed by the Offeror to propose on a particular acquisition, the past performance evaluation will consider individual JV team member's relevant past performance. There are three aspects to the past performance evaluation: recency, relevancy, and demonstrated past performance. After evaluating the Offeror's past performance information, the government will assign a Performance Confidence Assessment Rating. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Performance Confidence Assessment Rating than past performance of lesser relevance. In the case of an Offeror without a record of relevant past performance, the Offeror will receive a Performance Confidence Assessment Rating of "Unknown Confidence (Neutral)" which is considered a "Neutral" rating.

The government will evaluate a maximum of two proposed past performance references. If the Offeror attempts to submit more than two references, the government will only evaluate the first two references listed in Attachment L-P1 of the Offeror's proposal. The government will only consider Past Performance Questionnaires if no CPAR exists.

The government will evaluate the Offeror's proposed past performance references, specifically the portions of the references identified in the Offeror's Attachment L-P2. The government has no duty to search for missing pieces of the contract or to search parts of the contract that is not cited by the Offeror in Attachment L-P2. Moreover, the government will not consider any statements or descriptions of the past performance references that are not included within the contracts themselves. For example, the government will not consider document deliverables under the contract or offeror self-descriptions of work performed.

2.1 Recency - The first aspect of the past performance is to evaluate the recency of the Offeror's past performance being evaluated. Recency as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

Past performance will be considered recent if the contract/order has been performed within three years of the final solicitation release date. If any portion of a reference's performance occurred within the three year window, then the government will consider all performance under the contract (or order, in the case of orders under IDIQs). Past Performance that is not recent will receive no further consideration, with no opportunity to submit a replacement, even if the government requests revised proposals.

For single-award indefinite delivery past performance references, only the task or delivery orders (maximum of two) submitted for consideration will be evaluated for recency, not the base contract.

2.2 Relevancy - The second aspect of the past performance evaluation is to evaluate how relevant the Past Performance being evaluated is to the requirements of this solicitation. The government will evaluate the past performance references to determine how relevant each is to this solicitation.

Any past performance reference found to be Not Relevant will receive no further consideration, with no opportunity to submit a replacement, even if the government requests revised proposals.

In determining relevancy, the government will compare the contract types (cost or fixed price), the location and divisions of the company that performed the effort (CAGE Code), scope (tasking similar to Attachment J-1 SOW, paragraph 3.2.1), magnitude (total dollar value), and complexity (number of total sites managed and number of sites outside the United States managed) of the past performance reference effort to the effort required by this solicitation.

For single award IDIQ contracts the Government will aggregate the information for up to a maximum of two orders submitted in the proposal when assessing relevance. Orders under MACs will be assessed as individual references.

Only past performance of the Offeror (including JV Team Members and major subcontractors) is relevant. The government will only consider past performance of some other CAGE Code if (1) the Offeror demonstrates that it acquired that other CAGE Code through a corporate acquisition, reorganization, merger and the personnel, facilities,

or other resources of that that other CAGE Code are now a part of the Offeror and will be used to perform the requirements of the solicitation, or (2) the government is required by 13 CFR 125.11 to consider the past performance where the Offeror submits the information required by 13 CFR 125.11.

Rating	Definition
Very Relevant	Present/past performance effort involved essentially the same scope and magnitude of effort and complexities this solicitation requires.
Relevant	Present/past performance effort involved similar scope and magnitude of effort and complexities this solicitation requires.
Somewhat Relevant	Present/past performance effort involved some of the scope and magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort and complexities this solicitation requires.

2.3 Demonstrated Past Performance - The third aspect of the past performance evaluation is to evaluate the overall quality of the Offeror's recent and relevant past performance. The Government will evaluate the Offeror, MAJOR subcontractors, and JV team members' performance and focus its evaluation on the following areas:

- 1) Technical: Quality of Product or Service,
- 2) Cost Control,
- 3) Management.

A separate demonstrated past performance rating will not be assigned.

For those cases where the Offeror may have had past performance problems likely to occur again, the government will assess whether the Offeror successfully applied improvements to resolve those problems. Problems not addressed by the Offeror are considered to still exist.

Sources of past performance evaluation information may include information provided by the Offeror in response to the solicitation, information obtained from questionnaires, and any other sources available to the Government, to include, but not limited to, the Past Performance Information Retrieval System (PPIRS), Federal Awardee Performance and Integrity Information Systems, Electronic Subcontract Reporting System, or other databases; the Defense Contract Management Agency; and interviews with Program Managers, Contracting Officers, and Fee Determining Officials.

Past performance information that obviously does not relate to the order(s) submitted under a single award IDIQ will not be considered.

2.4. Performance Confidence Assessment - The Past Performance evaluation culminates in the Performance Confidence Assessment Rating. The Performance Confidence Assessment Rating reflects the Government's confidence that the Offeror will successfully perform the solicitation's requirements based on the Offeror's recent and relevant past performance record. While the government will evaluate the past performance references the Offeror submits as its best, most relevant references, the government may also take into account any show cause notices, cure notices and terminations for default on any contract performed within three years of the issuance date of the final solicitation. In assigning a Performance Confidence Assessment Rating and/or in the source selection authority's tradeoff decision:

- a. More relevant past performance will typically be a stronger predictor of future success and have more influence on the Past Performance Confidence Assessment than past performance of lesser relevance.
- b. Past performance of an entity proposed to perform a significant percentage of the work (as indicated in Attachment L-P1) is more significant than past performance of an entity proposed to perform relatively little work;
- c. Past performance of an entity proposed to perform the Attached J-1, SOW, paragraph 3.2.1 tasking is more significant than past performance of an entity proposed to perform other portions of the Attachment J-1, SOW tasking;

- d. Performance under United States government contracts, or under first tier sub contracts of small businesses under U.S Government contracts, is more significant than performance under commercial contracts.
- e. Past Performance Questionnaires provided by another member of the offeror's proposed team, an entity affiliated with the Offeror (e.g. parent, subsidiary), or by a competing offeror is not given as much weight as information from the Government or a disinterested third party.
- f. Past performance of prime contractor or a JV member is relatively more significant than past performance of a subcontractor

The Government will employ the Performance Confidence Assessments Rating Method described in the table below. In the case of an Offeror without a record of recent relevant past performance or for whom information on past performance is not available or so sparse that no meaningful past performance rating can be reasonably assigned, the Offeror may not be evaluated favorably or unfavorably on past performance. Therefore, the Offeror shall be determined to have unknown or neutral past performance.

Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Neutral Confidence	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.

3.0 COST/PRICE

The Government will evaluate the Cost/Price Volume to assess: the probable price cost (PC/P), reasonableness, unbalanced pricing, and cost realism.

3.1 Probable Cost/Price. The probable cost/price (PC/P) is an Offeror's total cost, including fee, and any additional adjustments the Government has determined necessary to make the proposed cost realistic for all periods. The PC/P also includes the firm fixed price efforts (mobilization), burdened ODCs, the Government-provided completion task estimates, and Government-calculated value of FAR 52.217-8, Option to Extend Services. **The Government will calculate the value of the burdened ODCs by applying the rate proposed in G.2 to the Government provided estimates in Attachment L-C1, "ODC" tab.** The Government will calculate the value of FAR 52.217-8, Option to Extend Services for evaluation purposes only by dividing the probable cost of Year 7 under every tab in the offeror's completed Attachment L-C1 Pricing Worksheet by 50%.

The PC/P may differ from the proposed cost/price. The higher of the PC/P or proposed cost/price will be used for purposes of evaluation to determine the best value. Contract awarded value, however, will be based upon the successful Offeror's proposed cost/price.

3.2 Reasonableness. Normally, competition establishes price reasonableness. It is expected that the award decision will include a determination that there is adequate price competition and that the proposed prices are reasonable. In limited situations, additional analysis will be required by the Government to determine reasonableness. If, after receipt of a proposal, the Procuring Contracting Officer determines that adequate price competition does not exist and a determination is made that none of the exceptions in FAR § 15.403-1(b) apply, the offeror may be requested to provide certified cost and pricing data in accordance with FAR § 15.403-4. In accordance with FAR 15.404-1(b)(2), various price analysis techniques and procedures will be employed to ensure the prices being proposed for this requirement are fair and reasonable. To assist in the overall determination of price reasonableness, the Government will identify all instances where a proposed fully burdened labor cost exceeds the tripwire amount of \$300K annually per employee. This also applies to a fully burdened subcontractor employee labor cost, inclusive of the prime contractor's pass-through burden. An exceeded tripwire may ultimately be determined unreasonable absent justification.

3.3 Cost Realism. Except for otherwise unacceptable proposals when awarding on initial proposals, the Government will perform a cost realism analysis in determining the probable cost/price (PC/P) for each applicable offeror's proposal. In conducting its cost realism evaluation, the Government will compare the Offeror's proposal rates in the offeror's completed Attachment L-C1 Pricing Worksheet to the substantiating documents provided in the Offeror's proposal. The Government may also consider other pertinent cost information, such as average labor rate information and DCAA-recommended rates for such costs as direct labor, overhead, G&A, Glassdoor.com, Indeed.com and Salary.com.

3.4 For proposal preparation purposes a Man-Year is calculated at **2,080 hours**.

4.0 ADMINISTRATIVE

Each offeror's proposal will be evaluated to determine whether the offeror completed the information requested in Section L Part B, paragraph 4 of this solicitation. The information below is not part of the source selection authority's "best value" tradeoff, but some of the information may be necessary for an offeror's proposal to be acceptable for contract award. Unless otherwise noted below, any questions to offerors to resolve issues with the items below are not considered "discussions" as that term is used at FAR subpart 15.3, even if the information below is necessary for contract award. Unless otherwise noted below, any questions to offerors to resolve issues with the items below are considered informalities or minor irregularities rather than deficiencies that make an offeror unacceptable for award, even if the information below is necessary for contract award. The failure to comply with the government's requests, however, may adversely impact the offeror's evaluation results, and could result in the offeror being removed from consideration for award.

This volume contains the following Information:

- A. Offeror Representatives and Information
- B. Terms and Conditions statement
- C. Joint Venture Agreement, if proposing as a joint venture
- D. Signed Completed and signed SF33 for basic solicitation and completed and signed SF30(s) for all amendments.
- E. Signed Representations, Certifications and Acknowledgements and/or System for Award Management (SAM); completed copies of all certifications listed in Section K,
- F. Proposal validity for at least 270 days after proposal submission.
- G. Documentation verifying that the Offeror, JV and Subcontractors has a DCMA approved Accounting System in accordance with DFARS clause 252.242-7006, or state that it's Accounting System has not been approved by DCMA.
- H. Completed table from Section L, Part B, paragraph 4.H that complies with FAR 52.219-14.
- I. Complete Table B-3 based on rates proposed in Attachment L-C1.

(End of Summary of Changes)

