

REQUEST FOR QUOTATIONS <i>(THIS IS NOT AN ORDER)</i>		THIS RFQ <input type="checkbox"/> IS <input checked="" type="checkbox"/> IS NOT A SMALL BUSINESS SET-ASIDE			PAGE 1 OF 39 PAGES	
1. REQUEST NO. N00024-15-T-2123	2. DATE ISSUED 04-Aug-2015	3. REQUISITION/PURCHASE REQUEST NO.	4. CERT. FOR NAT. DEF. UNDER BDSA REG. 2 AND/OR DMS REG. 1		RATING	
5a. ISSUED BY NAVAL SEA SYSTEMS COMMAND (HQ) 1333 ISAAC HULL AVE SE WASHINGTON NAVY YARD DC 20376-2020			6. DELIVER BY (Date) SEE SCHEDULE			
5b. FOR INFORMATION CALL: (Name and Telephone no.) (No collect calls)			7. DELIVERY <input type="checkbox"/> FOB DESTINATION <input checked="" type="checkbox"/> OTHER (See Schedule)			
8. TO: NAME AND ADDRESS, INCLUDING ZIP CODE			9. DESTINATION (Consignee and address, including ZIP Code) SEE SCHEDULE			
10. PLEASE FURNISH QUOTATIONS TO THE ISSUING OFFICE IN BLOCK 5a ON OR BEFORE CLOSE OF BUSINESS: (Date) 14-Aug-2015						
IMPORTANT: This is a request for information, and quotations furnished are not offers. If you are unable to quote, please so indicate on this form and return it to the address in Block 5a. This request does not commit the Government to pay any costs incurred in the preparation of the submission of this quotation or to contract for supplies or services. Supplies are of domestic origin unless otherwise indicated by quoter. Any representations and/or certifications attached to this Request for Quotations must be completed by the quoter.						
11. SCHEDULE (Include applicable Federal, State, and local taxes)						
ITEM NO. (a)	SUPPLIES/ SERVICES (b)		QUANTITY (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)
SEE SCHEDULE						
12. DISCOUNT FOR PROMPT PAYMENT		a. 10 CALENDAR DAYS %	b. 20 CALENDAR DAYS %	c. 30 CALENDAR DAYS %	d. CALENDAR DAYS No. %	
NOTE: Additional provisions and representations <input type="checkbox"/> are <input type="checkbox"/> are not attached.						
13. NAME AND ADDRESS OF QUOTER (Street, City, County, State, and ZIP Code)			14. SIGNATURE OF PERSON AUTHORIZED TO SIGN QUOTATION		15. DATE OF QUOTATION	
			16. NAME AND TITLE OF SIGNER (Type or print)		TELEPHONE NO. (Include area code)	

Section A - Solicitation/Contract Form

This Request for Quotations (RFQ) is soliciting Firm-Fixed Price (FFP) quotes for a quantity of one (1) lot with an option for three (3) lots of commercially available data breach recovery services, which include credit and identity monitoring services, identity theft insurance, identity restoration services, as well as website services and call center services.

Offerors are requested to propose FFP quotes for the services meeting the requirements specified in this RFQ. Instructions on information to be provided are included under Section L: Instructions to Offerors. The evaluation criteria for this requirement are provided under Section M: Evaluation Factors for Award.

The Government intends to award a single Task Order to the responsible Offeror whose conforming quote provides the overall lowest price to meet the Government's requirements and who has also been awarded a Tier 1 BPA under GSA BPA RFQ GS10F15LPQ0022 (eBuy Quote ID RFQ 1011271).

Any Task Order awarded as a result of this RFQ shall be subject to the terms and conditions of GSA BPA RFQ GS10F15LPQ0022, the Federal Acquisition Regulation (FAR), and the Defense Federal Acquisition Regulations Supplement (DFARS), as applicable and shall be incorporated by reference in the contract.

The RFQ requirements are outlined below and in the Attachments listed in Section J.

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0001	Data Breach Recovery Services FFP	1	Lot		
<p>Services including website services, call center services, credit monitoring services, identity monitoring services, identity theft insurance, and identity restoration services. 10 U.S. Code 2410a Authority is hereby invoked.</p>					

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0002	Data Breach Recovery Services FFP	1	Lot		
OPTION	<p>Services including website services, call center services, credit monitoring services, identity monitoring services, identity theft insurance, and identity restoration services. 10 U.S. Code 2410a Authority is hereby invoked. See NOTE B.</p>				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0003	Data Breach Recovery Service FFP	1	Lot		
OPTION	Services including website services, call center services, credit monitoring services, identity monitoring services, identity theft insurance, and identity restoration services. 10 U.S. Code 2410a Authority is hereby invoked. See NOTE B.				

NET AMT

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
CLIN Number 0004	Data Breach Recovery Services FFP	1	Lot		
OPTION	Services including website services, call center services, credit monitoring services, identity monitoring services, identity theft insurance, and identity restoration services. 10 U.S. Code 2410a Authority is hereby invoked. See NOTE B.				

NET AMT

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NOTE B - Option item to which the option clause in SECTION I applies and which is to be supplied only if and to the extent said option is exercised.

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HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(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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HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire contract is fixed price.

Section C - Descriptions and Specifications

Performance Work Statement (PWS)

Identity Monitoring Data Breach Response & Protection Services

1 Introduction

The Naval Sea Systems Command has requirements on behalf of the Federal Government for Data Breach Response Services, including: 1) website services, 2) call center services, 3) credit monitoring services 4) identity monitoring services, 5) identity theft insurance, and 6) identity restoration services. These services will be offered to individuals who were impacted by the recent Office of Personnel Management (OPM) background investigation records cyber incident.

1.1 Mission

To provide data breach response services for three years to individuals impacted by the recent OPM background investigation records cyber incident involving the compromise of information.

1.2 Background

OPM recently discovered two separate but related cyber-security incidents that have impacted the data of current and former Federal government employees, contractors, and others. OPM and the interagency incident response team have concluded with high confidence that sensitive information, including the Social Security numbers (SSNs), of 21.5 million individuals was compromised from the background investigation databases. This includes individuals that applied for a background investigation, as well as non-applicants, primarily spouses or co-habitants of applicants. Some records also include findings from interviews conducted by background investigators, as well as, fingerprints in some instances. Usernames and passwords that background investigation applicants used to fill out their background investigation forms were also compromised, as well as, names and birthdates of dependent minor children.

1.3 Scope

The Naval Sea Systems Command has requirements on behalf of the U.S. Federal Government for notification and post-cyber incident support services for individuals impacted by the incident involving background investigations. The number of impacted individuals covered by this order is estimated to be 21.5 million. As an additional benefit to the impacted individuals, all services will be made available to their dependent minor children. Dependent minor children include children under the age of 18 years as of July 1, 2015. The exact number of dependent minor children cannot be determined. To assist in the development of their price quotations, offerors should use information available from the Federal Interagency Forum on Child and Family Statistics (<http://www.childstats.gov>). Based on this data, minor children represent ~23% of the US population; therefore, an estimate for dependent minor children is approximately 6.4 million.

1.4 Definitions

Contract and *task order* are used interchangeably in this document.

Dependent minor children are defined as children of impacted individuals who are under the age of 18 as of 1 July 2015.

Enrolled individuals is defined as impacted individuals and their dependent minor children that have accepted the optional services (credit monitoring, credit reports, and identity monitoring) of this Task Order. Note: All impacted

individuals and their dependent minor children are to be provided access to identity theft insurance and identity restoration services regardless of their enrollment in credit monitoring or identity monitoring.

Impacted Individuals is defined as individuals whose sensitive information, including Social Security numbers, were compromised in the cyber incident involving background investigations.

2 General Requirements

2.1 Travel

Limited travel to government facilities or other contractor facilities may be required to accomplish the requirements. All travel costs have been included in the pricing of this Task Order.

2.2 Security

2.2.1 Contractor shall meet all Government security requirements at time of RFQ proposal submission.

The Contractor shall protect, secure, and encrypt protected information in accordance with:

- a) NIST-SP-800-171
- b) NIST SP-800-53-REV4 Appendix J; and
- c) In addition to the requirement in NIST SP 800-171, 3.5.3, to use multifactor authentication for access to a protected contractor information system, the Contractor shall meet all requirements specified in NIST 800-63-2 to achieve Level of Assurance 3 of the protected contractor information system for protected contractor information system impacted individuals and their dependent minor children. Use of single-factor authentication is only permitted in individual cases for impacted individuals and their dependent minor children who are not capable of supporting a multifactor authentication (e.g. does not have access to a personal computer or cell phone).

The Contractor shall perform in accordance with the System Security Plan attached to this Task Order as submitted in its BPA proposal under GSA RFQ GS10F15LPQ0022 (Attachment J-1). The Contractor shall update its System Security Plan, as required, with any needed security or technical corrections, or upon a security relevant change and provide the updated plan to the Government for review (Deliverable A001 Revised System Security Plan). The System Security Plan and any revisions shall meet the requirements of:

- a) NIST-SP-800-171;
- b) NIST-SP-800-53 REV4 (PL 2, PL 7, PL 8), and,
- c) NIST-SP-800-18.

The Contractor shall provide information security continuous monitoring data of its systems to the Government in accordance with NIST-SP-800-137, on a weekly basis (A002 Continuous Monitoring Data).

The Contractor shall support security onsite inspections by the Government at any location where protected information is collected, stored or used. The Contractor shall provide the Government personnel network drops, conference room for briefings, most recent and historical network data (e.g., configuration, vulnerability scans) and appropriate network monitoring tools used by the Contractor. Appropriate Contractor personnel supporting the inspection shall be available at the Contractor's worksite.

When the Contractor discovers a cyber incident that affects a protected contractor information system or the protected information residing therein, or that affects the Contractor's ability to perform the requirements of the contract, the Contractor shall—

- (a) Conduct a review for evidence of compromise of protected information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing protected contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised protected information, or that affect the Contractor's ability to perform the requirements of the contract; and

(b) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>

(c) *Cyber incident report.* The cyber incident report shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.]

(d) *Medium assurance certificate requirement.* In order to report cyber incidents, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/certificate.aspx>.

2.2.2 The Government reserves the right to inspect and validate Contractor's facilities, protocols, and processes for compliance. If the Government determines the Contractor does not meet security requirements, the Contractor shall provide a plan within 3 calendar days for Government approval to achieve compliance.

2.3 Privacy

2.3.1 Contractor shall meet all Government privacy requirements at time of RFQ proposal submission.

The Contractor shall protect, secure, and encrypt protected information in accordance with:

- a) NIST-SP-800-171,
- b) NIST SP-800-53-REV4 Appendix J,
- c) NIST SP 800-88
- d) Privacy Act 1974, and
- e) Federal OMB privacy policies (www.whitehouse.gov/omb/privacy_general)

The Contractor shall only use protected information for the purpose for which it was provided.

Protected information shall not:

- a) be shared with any other entity except for subcontractors under the agreement, unless expressly authorized by the impacted individual
- b) be used for marketing of any kind
- c) be sold or transferred unless approved in writing by the Contracting Officer

The Contractor shall limit access to protected information to only those employees requiring access to the information to perform the contract and that trained, to include privacy awareness training, and authorized by the Contractor, unless expressly authorized by the impacted individual.

The Contractor shall notify the Government in the event of any suspected or confirmed compromise of protected information within 1 hour of discovery of the incident.

Upon completion of the contract the Contractor shall conduct sanitization and destruction of all protected information, except for information needed for pending and on-going restoration claims. Any sanitization or destruction of information shall be done in accordance with NIST-SP-800-171 and NIST 800-88. Within 30 days after the end of the performance period, the Contractor shall provide notification to the Contracting Officer. The notification shall include a description of the information that will be destroyed, as well as, a description of the information required for completion of pending/on-going restoration claims. The contractor shall not destroy any information without written approval from the Contracting Officer. The Contractor shall certify to the destruction of all protected information no more than 30 days after receiving written approval from the Contracting Officer, with the exception of information needed for pending and on-going restoration claims.

2.3.2 The Government reserves the right to inspect and validate Contractor's facilities, protocols, and processes for compliance. If the Government determines Contractor does not meet privacy requirements, Contractor shall provide a plan within 3 calendar days for Government approval to achieve compliance.

3 Performance Requirements

The following section specifies the Performance Requirements and Performance Standards for this Task Order.

3.1 Website Services

3.1.1 The Contractor shall establish a dedicated, branded website for impacted individuals to enroll themselves and their dependent minor children and access all data breach recovery services included in this task order. The Government may require the site to link with a .gov web page.

Performance Standards

- a) Standard: 508 compliant
- b) Standard: IAW NIST-SP-800-171
- c) Standard: website shall be accessible on major commercial browsers
- d) Standard: fully operational in advance of notification to impacted individuals
- e) Standard: 99.99% operational
- f) Standard: multi-factor authentication for impacted individuals

3.2 Call Center Services

3.2.1 The Contractor shall establish Call Center Services.

Performance Standards

- a) Standard: operational prior to notification of impacted individuals
- b) Standard: located in the United States
- c) Standard: English and Spanish language
- d) Standard: Dedicated U.S. toll-free telephone number
- e) Standard: 508 compliant
- f) Standard: Free international telephone access
- g) Standard: use Call Center FAQs provided by the U.S. Government; updated FAQs shall be used upon receipt

3.2.2 The Contractor shall respond to queries, enrollments, and requests for use of provided services from impacted individuals and their dependent minor children.

Performance Standards

- a) Standard:
 - i. First 6 Months: 24 hours a day, 7 days a week
 - ii. Months 7 through Completion: 12 hours a day, Monday-Saturday, 5:00 AM - 5:00 PM Pacific Time, unless otherwise approved by the Contracting Officer
- b) Standard: wait times not to exceed 15 minutes before human assistance is rendered
- c) Standard: average wait time shall not exceed 10 minutes
- d) Standard: maintain daily call log

Deliverables

A003 Call Logs (including numbers of calls, wait time, length, and dropped calls by hour)

3.2.2.1 The Contractor shall connect impacted individuals to designated Identity Restoration Services and Identity Theft Insurance Services.

All impacted individuals and dependent minor children are eligible for Identity Restoration Services and Identify Theft Insurance Services, even if they do not enroll in other optional services (e.g. credit monitoring, identity monitoring).

Performance Standards

- a) Standard: on-going basis
- b) Standard: initiation of the process for use of the Identity Restoration Service or Identity Theft Insurance Services shall occur within 15 minutes of connection

3.2.2.2 The Contractor shall forward and present special requests or issues collected from impacted individuals to the Government for further consideration.

Special requests or issues include, but are not limited to, those requests or issues from impacted individuals and their dependent minor children who have not been provided the necessary level of information from the Contractor. This list shall also include repeated questions from impacted individuals that are not covered in the FAQs.

Performance Standards

- a) Standard: daily

Deliverables

A004 Special requests or issues list

3.3 Notification

3.3.1 The Government will provide the Contractor with information sufficient to enable multi-factor authentication, and may include a unique PIN in XML or CSV format. The initial data set will not include impacted individuals' full SSNs.

3.3.1.1 The Government anticipates administering initial notifications over a 12-week period to impacted individuals by various means commencing upon Task Order award. The Government expects to complete the bulk of notifications within the first weeks of the task order award. However, the Government also recognizes the magnitude of validating current addresses for the 21.5 million impacted. Allowing an estimated 12 weeks for notifications will allow the Government the time needed to ensure due diligence in obtaining valid addresses to reach the impacted population. The Contractor shall be prepared to accept enrollments and respond to queries and requests no later than 14 days after Task Order award.

3.3.1.2 The Contractor shall authenticate the identity of impacted individuals who desire to enroll using the data provided by the Government. Once authenticated, impacted individuals may enroll themselves and any dependent minor children who are covered for these services. Impacted individuals who opt to use the call center may be able to authenticate their eligibility via touchtone phone prior to advancing to a call center attendant. Contractor shall have an automated recording protocol that accommodates all callers, including addressing instances where individuals are not eligible for the services in this Task Order.

3.4 Identity Support Services provided to impacted individuals and their dependent minor children.

The Contractor shall provide impacted individuals and their dependent minor children the following services for a three year period, which shall end on December 31, 2018. Impacted individuals may elect to enroll themselves and their dependent minor children to receive credit monitoring and identity monitoring services at any time throughout the entire three year period; however, all impacted individuals and their dependent minor children are entitled to identity theft insurance and identity restoration services notwithstanding their status as an enrolled individual. Performance may be required beyond December 31, 2018 to restore the identity to the pre-compromised state.

3.4.1 Credit monitoring of credit reports at all three national credit reporting agencies (i.e., Experian, Equifax, and TransUnion).

Upon enrollment, the Contractor shall provide credit monitoring of credit reports from Experian, Equifax and TransUnion. The Contractor shall provide monitoring of credit reports from all three credit bureaus and monitoring alerts for changes to credit reports.

Performance Standards

- a) Standard: identify changes in credit reports
- b) Standard: identify and notify impacted individuals of findings or changes no later than 24 hours after occurrence
- c) Standard: on-going basis

3.4.2 Credit reports provided from all three national credit reporting agencies.

The Contractor shall obtain and make available to enrolled individuals credit reports from all three national credit reporting agencies (i.e., Experian, Equifax, and TransUnion).

Performance Standards

- a) Standard: initial credit reports shall be made available within 48 hours of enrollment into credit monitoring services
- b) Standard: subsequent reports will be made available in accordance with the Fair Credit Reporting Act
- c) Standard: IAW with Federal and applicable State Laws

3.4.3 Identity monitoring.

The Contractor shall provide identity monitoring services for enrolled individuals. Identity monitoring services includes, but is not limited to, monitoring of the Internet and monitoring database sources including criminal records, arrest records, bookings, court records, pay day loan, bank accounts, check databases, sex offender, change of address, and Social Security number trace.

Performance Standards

- a) Standard: 24 hours a day, 7 days a week
- b) Standard: identify and notify enrolled individuals of findings or changes no later than 24 hours after occurrence

3.4.4 Identity Theft Insurance for all impacted individuals and their dependent minor children.

The Contractor shall provide identity theft insurance to impacted individuals and their dependent minor children regardless of their enrollment status in other services. The scope of this coverage includes all claims submitted on or prior to December 31, 2018.

Performance Standards

- a) Standard: IAW with the terms of the insurance agreement (submitted with BPA proposal under GSA RFQ GS10F15LPQ0022 and included as Attachment J-2)

3.4.5 Identity restoration services for all impacted individuals and their dependent minor children.

The Contractor shall provide identity restoration services to impacted individuals and their dependent minor children regardless of their enrollment status in other services. The scope of this coverage includes any identity theft claim submitted on or prior to December 31, 2018 and may require performance beyond December 31, 2018 to restore the identity to the pre-compromised state. The Contractor shall assign an individual case manager to work with the impacted individual requiring identity restoration services to restore the identity to the pre-compromised state. The Contractor shall offer the option of working under the authority of a Limited Power of Attorney, when required. These services shall include, but not be limited to, counseling, investigation, and resolving identity theft issues.

Performance Standards

- a) Standard: on-going basis
- b) Standard: assign a case manager who will contact the impacted individual within one business day

3.5 Reports

3.5.1 The Contractor shall provide Status Reporting.

The Contractor shall provide a Status Report to accurately reflect the status of:

1. Contractor Website Services, to include:
 - a. Operational Status of the website established for impacted individuals under this Task Order summarized in minutes (reporting period and cumulative)
 - b. Number of times accessed (reporting period and cumulative)
 - c. Number of enrollments in services by website (reporting period and cumulative)
 - d. Description of any events related to inoperability of website including remedy and plans to prevent future occurrence (reporting period only)
 - e. Customer feedback provided through website (reporting period only)
2. Call Center Services, to include:
 - a. Operational Status of the call center established for impacted individuals under this Task Order summarized in minutes (reporting period and cumulative)
 - b. Number of calls received per hour (reporting period and cumulative)
 - c. Number of calls dropped per hour (reporting period and cumulative)
 - d. Number of enrollments by call center (reporting period and cumulative)
 - e. Summary of performance against standards established for call center including remedy and plans to prevent future occurrence if standard is not met (reporting period only)
 - f. Customer feedback provided through call center (reporting period only)
3. Services Provided Summary (report period and cumulative):
 - a. Number of individuals (impacted and minor) who enrolled in services
 - i. Credit monitoring
 1. Number of individuals (impacted and minor) enrolled
 2. Number of individuals to whom credit reports from all three National credit reporting agencies have been made available
 3. Number of individuals that were notified of suspicious activity
 4. Number of individuals that confirmed activity was suspicious
 - ii. Identity monitoring
 1. Number of individuals (impacted and minor) enrolled
 2. Number of individuals that were notified of suspicious activity
 - a. Provide the location of suspicious activity (i.e. internet or specific monitored database)
 3. Number of individuals that confirmed activity was suspicious
 - a. Provide the location of suspicious activity (i.e. internet or specific monitored database)
 - iii. Identity theft insurance
 1. Number of individuals (impacted and minor) requesting identity theft insurance services
 2. Status of claims submitted
 - a. Number of open claims
 - b. Number of closed claims
 - c. Total value of insurance claims submitted by individuals (impacted and minor)
 - d. Total value of insurance expenses paid to individuals (impacted and minor) (both open/closed claims)
 - e. Total amount of insurance payments to individuals with closed claims
 - f. Types of claims submitted (e.g., lost wages, travel expenses)
 3. Description of services rendered against Performance Standards
 - iv. Identity restoration services
 1. Number of individuals (impacted and minor) requesting identity restoration services
 2. Status of claims submitted

- a. Number of open identity restoration cases
 - b. Number of closed identity restoration cases
 - c. Type and quantity of services rendered to restore identity
3. Description of services rendered against Performance Standards

Performance Standards

- a) Standard:
- Months 1 through 3: twice daily reporting
 - Months 4 through 6: weekly reporting
 - Month 7 through Completion: monthly reporting
- b) Standard: Contractor generated format, subject to approval and feedback of Government
- c) Standard: Format: .XML or CSV
- d) Reports shall clearly state the period start and end date/time of data contained in report

Deliverables

A005 Status Report

4 Special Requirements

This section describes the special requirements for this effort. The following sub-sections provide details of various considerations on this effort.

4.1 Government Furnished Materials and Information

The Government will make available the following information for use by the Contractor in the performance of this contract.

- Initial and subsequent data sets of impacted individuals (last name, other information necessary to enable multi-factor authentication)
- FAQs (initial and updated) for both Call Center and Website

4.2 Quality

This section describes the Quality Control components for this effort. The following sub-sections provide details of various considerations on this effort.

4.2.1 Quality Control

The Contractor shall develop a Task Order QCP and maintain an effective quality control program to ensure services are performed in accordance with the contract. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of defective services. The Contractor's QCP is the means by which he assures himself that his work complies with the requirement of the contract.

The proposed QCP will be submitted to the Contracting Officer's Representative within 5 days after the award of the Task Order. The Contracting Officer may notify the Contractor of required modifications to the plan during the period of performance. The Contractor then shall coordinate suggested modifications and obtain acceptance of the plan by the Contracting Officer. Any modifications to the program during the period of performance shall be provided to the Contracting Officer for review no later than 10 days prior to effective date of the change. The QCP shall be subject to the Government's review and approval. The Government may find the QCP "unacceptable" whenever the Contractor's procedures do not accomplish quality control objective(s). The Contractor shall revise the QCP within 10 days from receipt of notice that QCP is found "unacceptable."

Deliverables:

A006 Quality Control Plan

4.2.2 Quality Assurance Surveillance Plan (QASP)

The Government shall monitor the Contractors performance under this Task Order in accordance with the Government's QASP.

5 Deliverables

The Contractor shall provide the following deliverables as described below. Deliverables shall be specified by the Government.

Number	Name	Frequency
A001	System Security Plan	As Required
A002	Continuous Monitoring Data	Weekly
A003	Call Logs	Twice Daily, Weekly, Monthly
A004	Special requests or issues list	As Required
A005	Status Report	Twice Daily, Weekly, Monthly
A006	Quality Control Plan	As Required

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HQ C-2-0063 USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

- (1) The support contractor not disclose any information;
- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;
- (3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,
- (4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

Section D - Packaging and Marking

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HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990) – *To be filled in at Task Order award*

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:

(Name of Individual Sponsor)

(Name of Requiring Activity)

(City and State)

Section E - Inspection and Acceptance

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Origin	Government	Origin	Government
0002	Origin	Government	Origin	Government
0003	Origin	Government	Origin	Government
0004	Origin	Government	Origin	Government

Section F - Deliveries or Performance

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 21-AUG-2015 TO 20-AUG-2016	N/A	N/A FOB: N/A	
0002	POP 21-AUG-2016 TO 20-AUG-2017	N/A	N/A FOB: N/A	
0003	POP 21-AUG-2017 TO 20-AUG-2018	N/A	N/A FOB: N/A	
0004	POP 21-AUG-2018 TO 31-DEC-2018	N/A	N/A FOB: N/A	

All period of performance dates listed above will be finalized at Task Order award. The above schedule assumes award on 21 August 2015. The period of performance of CLINs 0001-0003 are based on one year periods of performance. The period of performance of CLIN 0004 will end 31 December 2018 regardless of Task Order award date.

Section G - Contract Administration Data

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252.204-0001	Line Item Specific: Single Funding	SEP 2009
252.204-7006	Billing Instructions	OCT 2005
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012

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252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) – *To be filled in at Task Order award*

(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.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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.acquisition.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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

—

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable”.)

(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*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	_____
Issue By DoDAAC	_____
Admin DoDAAC	_____
Inspect By DoDAAC	_____
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	_____
Service Acceptor (DoDAAC)	_____
Accept at Other DoDAAC	_____
LPO DoDAAC	_____
DCAA Auditor DoDAAC	_____
Other DoDAAC(s)	_____

(*Contracting Officer: Insert applicable DoDAAC information or “See schedule” if multiple ship to/acceptance locations apply, or “Not applicable.”)

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or “Not applicable.”)

(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.

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

HQ G-2-0002 Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 1449.

PURCHASING OFFICE
REPRESENTATIVE – *To be filled in*
at Task Order award

COMMANDER
ATTN: _____
NAVAL SEA SYSTEMS COMMAND _____
1333 ISAAC HULL AVENUE SE STOP _____
WASHINGTON NAVY YARD DC 20376 _____
Telephone No. 202/781- _____
Fax No. _____
Email Address: _____

CONTRACTING OFFICER'S
REPRESENTATIVE – *To be filled in*
at Task Order award

COMMANDER
ATTN:
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE STOP
WASHINGTON NAVY YARD DC 20376
Telephone No. 202/781-
Fax No.
Email Address:

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

Section H - Special Contract Requirements

PERFORMANCE BASED PAYMENTS PAYABLE EVENT SCHEDULE

Amount of payments and limitations on payments. Subject to such other limitations and conditions as are specified in this contract and this clause, the Contractor will be paid for each payable event accomplished, along with its associated documentation, upon Government acceptance in accordance with the Schedule of Payments and Payable Events set forth below:

CLIN 0001 Payment Terms			
Payable Event	PWS Service	Project Deliverable	CLIN 0001 Payment Schedule
Milestone #1	3.1 Website Services	Establish and Maintain website	
	3.2 Call Center Services	Establish and Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestone #1 Payment (Invoice no earlier than One Month After Contract Award)		
Milestone #2 through Milestone #11	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #2 -#11 Payment (Invoice no more frequently than Monthly)		
Milestone #12	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #12 Payment (Completion of CLIN 0001, Invoice no more frequently than Monthly)		
CLIN 0001 Amount			\$X <i>To be completed at Award</i>

CLIN 0002 Payment Terms			
Payable Event	PWS Service	Project Deliverable	CLIN 0002 Payment Schedule
Milestone #1 through Milestone #11	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #1 -#11 Payment (Invoice no more frequently than Monthly)		
Milestone #12	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #12 Payment (Completion of CLIN 0002, Invoice no more frequently than Monthly)		
CLIN 0002 Amount			\$X <i>To be completed at Award</i>

CLIN 0003 Payment Terms			
Payable Event	PWS Service	Project Deliverable	CLIN 0003 Payment Schedule
Milestone #1 through Milestone #11	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #1 -#11 Payment (Invoice no more frequently than Monthly)		
Milestone #12	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #12 Payment (Completion of CLIN 0003, Invoice no more frequently than Monthly)		
CLIN 0003 Amount			\$X <i>To be completed at Award</i>

CLIN 0004 Payment Terms			
Payable Event	PWS Service	Project Deliverable	CLIN 0004 Payment Schedule
Milestone #1 through Milestone #3	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	Milestones #1 - #3 Payment (Invoice no more frequently than Monthly)		
Milestone #4	3.1 Website Services	Maintain website	
	3.2 Call Center Services	Maintain call center	
	3.4 Identity Support Services		
	3.5 Reports	Timely and Accurate reports	
	2.3 Privacy	Final sanitization and destruction of protected information	
	Milestones #4 Payment (Completion of CLIN 0004, Invoice no more frequently than Monthly)		
CLIN 0004 Amount			\$X <i>To be completed at Award</i>
Retention* (14% of CLIN 0004 Amount)			\$X <i>To be completed at Award</i>
Payable Event Pool			\$X <i>To be completed at Award</i>
*Retention amount payable upon satisfactory completion of all contract requirements, including closure of all open claims under PWS section, 3.4 Identity Support Services.			

Section I - Contract Clauses

CLAUSES INCORPORATED BY REFERENCE

252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7012	Safeguarding of Unclassified Controlled Technical Information	NOV 2013
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	DEC 2014
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.232-7010	Levies on Contract Payments	DEC 2006
252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel	JUN 2013
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)
(NAVSEA VARIATION I) (SEP 2009)

The Government may require the delivery of the numbered line item(s)/subline item(s), identified in the Schedule as an option item(s), in the quantity and at the price(s) stated in the Schedule. If more than one option exists, the Government has the right to unilaterally exercise any such option, in whole or in part up to the total quantity specified in the option item, whether or not it has exercised other options. Option(s) shall be exercised, if at all, by written or telegraphic notice(s) signed by the Contracting Officer and sent within the time(s) specified below:

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
0002	12 months after Contract award
0003	24 months after Contract award
0004	36 months after Contract award

52.232-32 PERFORMANCE-BASED PAYMENTS (APR 2012)

(a) Amount of payments and limitations on payments. Subject to such other limitations and conditions as are

specified in this contract and this clause, the amount of payments and limitations on payments shall be specified in the contract's description of the basis for payment.

(b) Contractor request for performance-based payment. The Contractor may submit requests for payment of performance-based payments not more frequently than monthly, in a form and manner acceptable to the Contracting Officer. Unless otherwise authorized by the Contracting Officer, all performance-based payments in any period for which payment is being requested shall be included in a single request, appropriately itemized and totaled. The Contractor's request shall contain the information and certification detailed in paragraphs (l) and (m) of this clause.

(c) Approval and payment of requests.

(1) The Contractor shall not be entitled to payment of a request for performance-based payment prior to successful accomplishment of the event or performance criterion for which payment is requested. The Contracting Officer shall determine whether the event or performance criterion for which payment is requested has been successfully accomplished in accordance with the terms of the contract. The Contracting Officer may, at any time, require the Contractor to substantiate the successful performance of any event or performance criterion which has been or is represented as being payable.

(2) A payment under this performance-based payment clause is a contract financing payment under the Prompt Payment clause of this contract and not subject to the interest penalty provisions of the Prompt Payment Act. The designated payment office will pay approved requests on the 30th day after receipt of the request for performance-based payment by the designated payment office. However, the designated payment office is not required to provide payment if the Contracting Officer requires substantiation as provided in paragraph (c)(1) of this clause, or inquiries into the status of an event or performance criterion, or into any of the conditions listed in paragraph (e) of this clause, or into the Contractor certification. The payment period will not begin until the Contracting Officer approves the request.

(3) The approval by the Contracting Officer of a request for performance-based payment does not constitute an acceptance by the Government and does not excuse the Contractor from performance of obligations under this contract.

(d) Liquidation of performance-based payments.

(1) Performance-based finance amounts paid prior to payment for delivery of an item shall be liquidated by deducting a percentage or a designated dollar amount from the delivery payment. If the performance-based finance payments are on a delivery item basis, the liquidation amount for each such line item shall be the percent of that delivery item price that was previously paid under performance-based finance payments or the designated dollar amount. If the performance-based finance payments are on a whole contract basis, liquidation shall be by either predesignated liquidation amounts or a liquidation percentage.

(2) If at any time the amount of payments under this contract exceeds any limitation in this contract, the Contractor shall repay to the Government the excess. Unless otherwise determined by the Contracting Officer, such excess shall be credited as a reduction in the unliquidated performance-based payment balance(s), after adjustment of invoice payments and balances for any retroactive price adjustments.

(e) Reduction or suspension of performance-based payments. The Contracting Officer may reduce or suspend performance-based payments, liquidate performance-based payments by deduction from any payment under the contract, or take a combination of these actions after finding upon substantial evidence any of the following conditions:

(1) The Contractor failed to comply with any material requirement of this contract (which includes paragraphs (h) and (i) of this clause).

(2) Performance of this contract is endangered by the Contractor's --

(i) Failure to make progress; or

(ii) Unsatisfactory financial condition.

(3) The Contractor is delinquent in payment of any subcontractor or supplier under this contract in the ordinary course of business.

(f) Title.

(1) Title to the property described in this paragraph (f) shall vest in the Government. Vestiture shall be immediately upon the date of the first performance-based payment under this contract, for property acquired or produced before that date. Otherwise, vestiture shall occur when the property is or should have been allocable or properly chargeable to this contract

(2) "Property," as used in this clause, includes all of the following described items acquired or produced by the Contractor that are or should be allocable or properly chargeable to this contract under sound and generally accepted accounting principles and practices:

(i) Parts, materials, inventories, and work in process;

(ii) Special tooling and special test equipment to which the Government is to acquire title;

(iii) Nondurable (i.e., noncapital) tools, jigs, dies, fixtures, molds, patterns, taps, gauges, test equipment and other similar manufacturing aids, title to which would not be obtained as special tooling under subparagraph (f)(2)(ii) of this clause; and

(iv) Drawings and technical data, to the extent the Contractor or subcontractors are required to deliver them to the Government by other clauses of this contract.

(3) Although title to property is in the Government under this clause, other applicable clauses of this contract (e.g., the termination or clauses) shall determine the handling and disposition of the property.

(4) The Contractor may sell any scrap resulting from production under this contract, without requesting the Contracting Officer's approval, provided that any significant reduction in the value of the property to which the Government has title under this clause is reported in writing to the Contracting Officer.

(5) In order to acquire for its own use or dispose of property to which title is vested in the Government under this clause, the Contractor shall obtain the Contracting Officer's advance approval of the action and the terms. If approved, the basis for payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(6) When the Contractor completes all of the obligations under this contract, including liquidation of all performance-based payments, title shall vest in the Contractor for all property (or the proceeds thereof) not --

(i) Delivered to, and accepted by, the Government under this contract; or

(ii) Incorporated in supplies delivered to, and accepted by, the Government under this contract and to which title is vested in the Government under this clause.

(7) The terms of this contract concerning liability for Government-furnished property shall not apply to property to which the Government acquired title solely under this clause.

(g) Risk of loss. Before delivery to and acceptance by the Government, the Contractor shall bear the risk of loss for property, the title to which vests in the Government under this clause, except to the extent the Government expressly assumes the risk. If any property is lost (see 45.101), the basis of payment (the events or performance criteria) to which the property is related shall be deemed to be not in compliance with the terms of the contract and not payable (if the property is part of or needed for performance), and the Contractor shall refund the related performance-based payments in accordance with paragraph (d) of this clause.

(h) Records and controls. The Contractor shall maintain records and controls adequate for administration of this clause. The Contractor shall have no entitlement to performance-based payments during any time the Contractor's records or controls are determined by the Contracting Officer to be inadequate for administration of this clause.

(i) Reports and Government access. The Contractor shall promptly furnish reports, certificates, financial statements, and other pertinent information requested by the Contracting Officer for the administration of this clause and to determine that an event or other criterion prompting a financing payment has been successfully accomplished. The Contractor shall give the Government reasonable opportunity to examine and verify the Contractor's records and to examine and verify the Contractor's performance of this contract for administration of this clause.

(j) Special terms regarding default. If this contract is terminated under the Default clause,

(1) the Contractor shall, on demand, repay to the Government the amount of unliquidated performance-based payments, and

(2) title shall vest in the Contractor, on full liquidation of all performance-based payments, for all property for which the Government elects not to require delivery under the Default clause of this contract. The Government shall be liable for no payment except as provided by the Default clause.

(k) Reservation of rights.

(1) No payment or vesting of title under this clause shall --

(i) Excuse the Contractor from performance of obligations under this contract; or

(ii) Constitute a waiver of any of the rights or remedies of the parties under the contract.

(2) The Government's rights and remedies under this clause --

(i) Shall not be exclusive, but rather shall be in addition to any other rights and remedies provided by law or this contract; and

(ii) Shall not be affected by delayed, partial, or omitted exercise of any right, remedy, power, or privilege, nor shall such exercise or any single exercise preclude or impair any further exercise under this clause or the exercise of any other right, power, or privilege of the Government.

(l) Content of Contractor's request for performance-based payment. The Contractor's request for performance-based payment shall contain the following:

(1) The name and address of the Contractor;

(2) The date of the request for performance-based payment;

(3) The contract number and/or other identifier of the contract or order under which the request is made;

(4) Such information and documentation as is required by the contract's description of the basis for payment; and

(5) A certification by a Contractor official authorized to bind the Contractor, as specified in paragraph (m) of this clause.

(m) Content of Contractor's certification. As required in paragraph (l)(5) of this clause, the Contractor shall make the following certification in each request for performance-based payment:

I certify to the best of my knowledge and belief that --

(1) This request for performance-based payment is true and correct; this request (and attachments) has been prepared from the books and records of the Contractor, in accordance with the contract and the instructions of the Contracting Officer;

(2) (Except as reported in writing on _____), all payments to subcontractors and suppliers under this contract have been paid, or will be paid, currently, when due in the ordinary course of business;

(3) There are no encumbrances (except as reported in writing on _____) against the property acquired or produced for, and allocated or properly chargeable to, the contract which would affect or impair the Government's title;

(4) There has been no materially adverse change in the financial condition of the Contractor since the submission by the Contractor to the Government of the most recent written information dated _____; and

(5) After the making of this requested performance-based payment, the amount of all payments for each deliverable item for which performance-based payments have been requested will not exceed any limitation in the contract, and the amount of all payments under the contract will not exceed any limitation in the contract.

(End of Clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acquisition.gov/far> or <http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

CLAUSES INCORPORATED BY FULL TEXT

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

J-1 System Security Plan

J-2 Insurance Agreement

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (JAN 2015)

Substitute the following paragraphs (d) and (e) for paragraph (d) of the provision at FAR 52.204-8:

(d)(1) The following representations or certifications in the System for Award Management (SAM) database are applicable to this solicitation as indicated:

(i) 252.209-7003, Reserve Officer Training Corps and Military Recruiting on Campus--Representation. Applies to all solicitations with institutions of higher education.

(ii) 252.216-7008, Economic Price Adjustment--Wage Rates or Material Prices Controlled by a Foreign Government. Applies to solicitations for fixed-price supply and service contracts when the contract is to be performed wholly or in part in a foreign country, and a foreign government controls wage rates or material prices and may during contract performance impose a mandatory change in wages or prices of materials.

(iii) 252.222-7007, Representation Regarding Combating Trafficking in Persons, as prescribed in 222.1771. Applies to solicitations with a value expected to exceed the simplified acquisition threshold.

(iv) 252.225-7042, Authorization to Perform. Applies to all solicitations when performance will be wholly or in part in a foreign country.

(v) 252.225-7049, Prohibition on Acquisition of Commercial Satellite Services from Certain Foreign Entities--Representations. Applies to solicitations for the acquisition of commercial satellite services.

(vi) 252.225-7050, Disclosure of Ownership or Control by the Government of a Country that is a State Sponsor of Terrorism. Applies to all solicitations expected to result in contracts of \$150,000 or more.

(vii) 252.229-7012, Tax Exemptions (Italy)--Representation. Applies to solicitations when contract performance will be in Italy.

(viii) 252.229-7013, Tax Exemptions (Spain)--Representation. Applies to solicitations when contract performance will be in Spain.

(ix) 252.247-7022, Representation of Extent of Transportation by Sea. Applies to all solicitations except those for direct purchase of ocean transportation services or those with an anticipated value at or below the simplified acquisition threshold.

(2) The following representations or certifications in SAM are applicable to this solicitation as indicated by the Contracting Officer: [Contracting Officer check as appropriate.]

(i) 252.209-7002, Disclosure of Ownership or Control by a Foreign Government.

(ii) 252.225-7000, Buy American--Balance of Payments Program Certificate.

(iii) 252.225-7020, Trade Agreements Certificate.

Use with Alternate I.

(iv) 252.225-7031, Secondary Arab Boycott of Israel.

___ (v) 252.225-7035, Buy American--Free Trade Agreements--Balance of Payments Program Certificate.

___ Use with Alternate I.

___ Use with Alternate II.

___ Use with Alternate III.

___ Use with Alternate IV.

___ Use with Alternate V.

(e) The offeror has completed the annual representations and certifications electronically via the SAM Web site at <https://www.acquisition.gov/>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in FAR 52.204-8(c) and paragraph (d) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer, and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below ___ [offeror to insert changes, identifying change by provision number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR/DFARS Clause #	Title	Date	Change

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications located in the SAM database.

(End of provision)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is [] is not [] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is [] is not [] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY REFERENCE

252.203-7005 Representation Relating to Compensation of Former DoD Officials NOV 2011

CLAUSES INCORPORATED BY FULL TEXT

HQ L-2-0014 NOTIFICATION OF USE OF NAVY SUPPORT CONTRACTORS FOR OFFICIAL CONTRACT FILES (NAVSEA) (APR 2004)

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

(b) The cognizant Contracting Officer will ensure that any NAVSEA contract under which these file room management services are acquired will contain a requirement that:

(1) The support contractor not disclose any information;

(2) Individual employees are to be instructed by the support contractor regarding the sensitivity of the official contract files;

(3) The support contractor performing these services be barred from providing any other supplies and/or services, or competing to do so, to NAVSEA for the period of performance of its contract and for an additional three years thereafter unless otherwise provided by law or regulation; and,

(4) In addition to any other rights the contractor may have, it is a third party beneficiary who has the right of direct action against the support contractor, or any person to whom the support contractor has released or disclosed protected information, for the unauthorized duplication, release, or disclosure of such protected information.

(c) Execution of this contract by the contractor is considered consent to NAVSEA's permitting access to any information, irrespective of restrictive markings or the nature of the information submitted, by its file room management support contractor for the limited purpose of executing its file room support contract responsibilities.

(d) NAVSEA may, without further notice, enter into contracts with other contractors for these services. Contractors are free to enter into separate non-disclosure agreements with the file room contractor. (Please contact Director, E Business Division for contractor specifics.) However, any such agreement will not be considered a prerequisite before information submitted is stored in the file room or otherwise encumber the government.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Naval Sea Systems Command 1333 Isaac Hull Ave SE Washington Navy Yard, DC 20376.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

INSTRUCTIONS TO OFFERORS

THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY QUOTE THAT DOES NOT COMPLY WITH THESE QUOTE PREPARATION/SUBMISSION INSTRUCTIONS.

QUESTIONS

All questions concerning this RFQ N00024-15-T-2123 must be submitted electronically through GSA e-Buy by 5:00 p.m. PDT (8:00 p.m. EDT) August 12, 2015. Answers to questions will be provided in e-Buy. Similar questions may be combined for efficiency.

Answers will be provided to all prospective offerors via e-Buy, giving due regard to the proper protection of proprietary information.

In posing questions, offerors must cite the relevant section, paragraph, and page number of the RFQ N00024-15-T-2123. Questions should be written in a way that enables clear understanding of the offerors' issues or concerns. Statements expressing opinions, sentiments, or conjectures are not considered valid inquiries and will not receive a response from the Government. Further, offerors are reminded that the Government will not address hypothetical questions aimed at receiving a potential "evaluation" decision.

General: Quotes must be submitted electronically through GSA e-Buy. Quotations received after August 14, 2015, at 5:00 p.m. PDT (8:00 p.m. EDT) will not be considered for evaluation. Offerors must comply with the detailed instructions for the format and content of the quote; quotes that do not comply with the detailed instructions for the format and content of the quote may be considered non-responsive and may render the offeror ineligible for award.

A complete quote must consist of:

- Signed SF 1449 with only blocks 17 and 30 filled in. An award will be made using the SF 1449. Other blocks will be filled in by the Government at the time of Task Order award,
- Signed SF 18,
- Acknowledgement of all amendments and that quotes are firm for 60 calendar days,
- Completed Section B pricing by Contract Line Item Number (CLIN), and
- Completed Section K Representations, Certifications, and Other Statements of Offerors.

In view of the fact that this procurement is conducted under FAR Part 8 procedures, the Contracting Officer will not conduct FAR Part 15 or FAR Part 12 -type discussions. The Government intends to make an award without discussions. However, the Contracting Officer may determine the need to request additional information or clarifications from certain offerors regarding their quotations. In doing so, the Contracting Officer might not necessarily inform offerors of problems with their quotations or areas where their quotations do not meet RFQ requirements. Nor shall the fact that the Contracting Officer has sought such additional information from one (or more) offerors obligate the Government to have similar communications or any communications whatsoever with any other offerors. Furthermore, the Contracting Officer might decide NOT to request additional information or

clarifications of the offerors. Therefore an offeror's quote, as submitted, must be complete and in compliance with the RFQ requirements.

Electronic Submission: Quotes must be received via GSA e-Buy by the closing date/time in order to be considered. In the rare event that GSA e-Buy is down, offerors shall immediately notify the Contracting Officer via e-mail at nssc_sea_02_macs@navy.mil prior to the solicitation closing date and time. Offerors shall also contact the GSA helpdesk to register a help ticket/notice that GSA e-Buy is down or inoperable. Failure to notify the Contracting Officer prior to solicitation closing will automatically deem an offeror's quote as late. In the rare event of a GSA e-Buy malfunction, arrangements must be made with the Contracting Officer prior to the solicitation closing date and time in order to submit a proposal electronically outside GSA e-Buy. Failure to submit a complete quote prior to the solicitation closing date and time will render the quote late and unacceptable.

Quote Format: Offerors shall submit quotes in accordance with the following guidelines.

- All filenames shall include the offeror's company name and title/subject of content.
- Any attached documents requested herein shall be compatible with Microsoft Office 2007 formats or Adobe PDF. Compression tools are limited to WinZip.

Instructions regarding use of certain software products (i.e. Microsoft Office, Excel, Adobe PDF, WinZip) herein shall not be construed as Government endorsement of specified products.

Definitions: As used in this provision –

1. **Time** if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and Federal legal holidays. However, if the last day falls on a Saturday, Sunday, or Federal legal holiday, then the period shall include the next working day.
2. **Options:** A unilateral right in a contract by which, for a specified time, the Government may elect to purchase additional supplies or services called for by the contract, or may elect to extend the term of the contract. All options will be specifically called out as such in Section B.
3. **Quote expiration date:** Quotes in response to this solicitation will be valid for a minimum of 60 calendar days.

Amendments to Solicitations: If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

Submission, Modification, Revision, and Withdrawal of Quotes

1. Quotes and revisions of quotes shall be uploaded electronically via the GSA e-Buy RFQ system under the appropriate solicitation number. Offerors shall notify the Contracting Officer of any revisions to quotations immediately after posting the revision to GSA e-buy.
2. Offerors shall submit quotes in response to this solicitation in English and in U.S. dollars.
3. Quotes may be withdrawn at any time before Task Order award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

Section M - Evaluation Factors for Award

From the Tier 1 BPA awardees under GSA RFQ GS10F15LPQ0022, the Government will select the responsible Contractor whose quote, in conforming to this RFQ, provides the Lowest Price that meets the Government's requirements. The lowest price will be determined by adding the proposed prices for each of the CLINs 0001 through 0004. The exercise of those options will be determined at the sole discretion of the Government.

The Government reserves the right to waive informalities and minor irregularities in quotes received.

In view of the fact that this procurement is conducted under FAR Part 8 procedures, the Contracting Officer will not conduct FAR Part 15 or FAR Part 12 -type discussions. The Government intends to make an award without discussions. However, the Contracting Officer may determine to request additional information or clarifications from certain vendors regarding their quotations. In doing so, the Contracting Officer might not necessarily inform vendors of problems with their quotations or areas where their quotations do not meet RFQ requirements. Nor shall the fact that the Contracting Officer has sought such additional information from one (or more) vendors obligate the Government to have similar communications or any communications whatsoever with any other vendors. Furthermore, the Contracting Officer might decide NOT to request additional information or clarifications of the vendors. Therefore an offeror's quote, as submitted, must be complete and in compliance with the RFQ requirements.

The Government may reject any or all quotes if such action is in the Government's best interest. The Government reserves the right to award no Task Order, depending on the quality of the quotes received and the availability of funds. The Government will analyze proposals to determine whether they are unbalanced with respect to the prices in accordance with FAR 15-404-1(g). An offeror may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

The Government will develop a total evaluated price, which contains quoted prices for all line items, including all Options. All other information required in the price proposal, including Section K, will be evaluated for completeness and accuracy. The Government reserves the right to clarify any discrepancies discovered during the evaluation.