

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3019	2. AMENDMENT NO.	3. EFFECTIVE DATE 02/17/2010	4. PURCHASE REQUEST NO. CSCS/ATRC Email
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5. ISSUED BY Mary B Carter NSWC, DAHLGREN DIVISION 17632 Dahlgren Road Suite 157 Dahlgren VA 22448-5110 mary.b.carter@navy.mil 540-653-4205	CODE	6. ADMINISTERED BY	CODE
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7. CONTRACTOR	CODE	FACILITY	8. DELIVERY DATE See Section F
			9. CLOSING DATE/TIME 03/24/2010 1100 <small>(hours local time – Block 5 issuing office)</small>
			SET ASIDE TYPE No
			10. MAIL INVOICES TO See Section G

11. SHIP TO See Section D	12. PAYMENT WILL BE MADE BY	CODE
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13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.
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ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.

NAME OF CONTRACTOR SIGNATURE TYPED NAME AND TITLE DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA
See Section G

15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES	17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages					

*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.	21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER	22. TOTAL
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SECTION	DESCRIPTION	SECTION	DESCRIPTION
B	SUPPLIES OR SERVICES AND PRICES/COSTS	H	SPECIAL CONTRACT REQUIREMENTS
C	DESCRIPTION/SPECS/WORK STATEMENT	I	CONTRACT CLAUSES
D	PACKAGING AND MARKING	J	LIST OF ATTACHMENTS
E	INSPECTION AND ACCEPTANCE	K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS
F	DELIVERIES OR PERFORMANCE	L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS
G	CONTRACT ADMINISTRATION DATA	M	EVALUATION FACTORS FOR AWARD

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF

4000	Base Period, Training Services for the Center for Surface Combat Systems (CSCS) in accordance with Section C, Performance Work Statement (PWS). (TBD)	0.0 LH		
4050	Base Period Surge Option, Training Services for the CSCS in accordance with Section C, PWS. (TBD) Option	0.0 LH		
4100	Option 1, Training Services for the CSCS in accordance with Section C, PWS. (TBD) Option	0.0 LH		
4150	Option 1 Surge Option, Training Services for the CSCS in accordance with Section C, PWS. (TBD) Option	0.0 LH		
4200	Option 2, Training Services for the CSCS in accordance with Section C, PWS. (TBD) Option	0.0 LH		
4250	Option 2 Surge Option, Training Services for the CSCS in accordance with Section C, PWS. (TBD)	0.0 LH		

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Option

4300 Option 3,
Training Services
for the CSCS in
accordance with
Section C, PWS.
(TBD)
Option

0.0 LH

4350 Option 3 Surge
Option, Training
Services for the
CSCS in
accordance with
Section C, PWS.
(TBD)
Option

0.0 LH

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
6000	Base Period, ODCs for CLIN 4000. (TBD)		1.0 Lot	
6050	Base Period Surge Option, ODCs for CLIN 4050. (TBD) Option		1.0 Lot	
6100	Option 1, ODCs to support CLIN 4100. (TBD) Option		1.0 Lot	
6150	Option 1 Surge Option, ODCs to support CLIN 4150. (TBD) Option		1.0 Lot	
6200	Option 2, ODCs to support CLIN 4200. (TBD) Option		1.0 Lot	
6250	Option 2 Surge Option, ODCs to support CLIN 4250. (TBD) Option		1.0 Lot	
6300	Option 3, ODCs to support CLIN 4300. (TBD) Option		1.0 Lot	
6350	Option 3 Surge Option, ODCs to Support CLIN 4350. (TBD)		1.0 Lot	

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Option

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Option 4, Training Services for the CSCS in accordance with Section C, PWS. (TBD) Option		0.0 LH			
7050	Option 4 Surge Option, Training Services for the CSCS in accordance with Section C, PWS. (TBD) Option		0.0 LH			

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Option 4, ODCs to support CLIN 7000. (TBD) Option		1.0 Lot	
9050	Option 4 Surge Option, ODCs to support CLIN 7050. (TBD) Option		1.0 Lot	

* NOTE 1: LABOR HOURS (LH)

At the time of award the number of labor hours listed above (0.0 LH) in the Base Period and each Option Period will be changed to coincide with the Level of Effort provided in Section G, SEA 5252216-9122 Level of Effort clause and the number of hours reflected in the cost proposal of the successful offeror.

*NOTE 2: SURGE

If the Government determines that an increased level of effort for support, as provided in Section C, is required, the government reserves the right to exercise a "Surge Option" CLIN for additional work in accordance with the Performance Work Statement. The Contracting Officer will provide written notice to the contractor at least 30 calendar days prior to exercise of a "Surge Option" CLIN.

B.1 USE OF WHOLE DOLLARS ONLY

All Proposals shall be rounded to the nearest dollar.

B.2 TYPE OF ORDER

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This is a term (level of effort) order.

Items in the 4XXX and 7XXX series are cost plus fixed fee type.

Items in the 6XXX and 9XXX series are cost only.

B.3 ADDITIONAL CLINS

Additional CLINs may be unilaterally created by the Contracting Officer during the performance of this Task Order to accommodate the multiple types of funds that may be used under this Order. These modifications will not change the overall level of effort, estimated cost, or base fee of the task order.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

C.0 INTRODUCTION

This is a performance-based acquisition and is structured around the results to be achieved as opposed to the manner by which the work is to be performed. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality and the evaluation methods described in Section H, Special Contract Requirements, Quality Assurance Surveillance Plan.

C.1 GENERAL. The contractor shall provide New Training Materials Development and Maintenance, Training Courses, Program Management and Administration, Maintenance and Logistics, Training Systems, and International Program Support across the Center for Surface Combat Systems (CSCS) domain. The CSCS consists of the Command Staff located in Dahlgren, VA, CSCS Units, Sites, and Detachments worldwide. Some of the locations operate 24 hours a day, 5 days a week, so some support will be required at other than “normal working hours”. The CSCS domain is currently defined as:

- CSCS Headquarters Dahlgren, VA
- AEGIS Training and Readiness Center (ATRC), (which includes Training Support Detachment (TSD)), Dahlgren, VA
- CSCS Unit Dam Neck, VA
- CSCS Unit Great Lakes, IL
- CSCS Detachment East Norfolk, VA
- CSCS Detachment West San Diego, CA
- CSCS Detachment Mayport, FL
- CSCS Detachment Norfolk, VA
- CSCS Detachment Pacific Northwest, Everett, WA
- CSCS Detachment Pearl Harbor, HI
- CSCS Detachment San Diego, CA
- CSCS Detachment Wallops Island, VA
- CSCS Detachment Yokosuka, Japan
- Mine Warfare Training Center, San Diego, CA
- Fleet Anti-Submarine Warfare (FASW) Training Center, San Diego, CA

C.2 CSCS LEARNING STANDARDS OFFICE (LSO) SUPPORT. The contractor shall deliver new training materials and maintain existing materials, which support upgrades to the Combat Systems Training Program and CSCS training tasks as necessitated by equipment and computer program upgrades and platform acquisition plans. CDRL 0002

Support shall be in accordance and comply with the following:

1. Naval Education Training Manual (NAVEDTRA) 130 (series), Task Based Curriculum Development Manual (current version)
2. NAVEDTRA 131 (series), Personnel Performance Profile Based Curriculum Development (current version).
3. Navy Authoring Instructional Materials (AIM) computer program.
4. Navy Integrated Learning Environment (ILE) Content Development Guidance and Policy Documents (current versions)
5. Department of Defense, (DoD) Computer Aided Acquisition and Logistics Support (CALS) requirements.
6. Department of Defense Handbook, MIL-HDBK-29612
7. Navy ILE Technical Specifications (current version)
8. Navy Style Guides as approved by CSCS.

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9. Learning Standards Office Guidance

The contractor shall assist with analysis, development and maintenance of training systems in support of existing curricula. Courseware shall be prepared to encompass hands on and/or laboratory training and performance testing of trainees. Training systems shall be integrated into the curricula where appropriate. These tools are listed below:

Tactical Team Training: AEGIS Combat Training System (ACTS)
 Battle Force Tactical Trainer (BFTT)
 AEGIS Combat System Interface Simulation (ACSIS) DS3 Part Task Trainers (PTT)
 Fault Insertion Devices (FID)
 Aegis Simulation Test and Training Systems (A-STATS)
 Computer Aided Submode Training (CAST) Lesson Generator Program (LGP)
 Computer Lesson Authoring System (CLASS) Next Generation CLASS
 VISTA Lessons SSDS MK 2 PC based simulation
 Anti-Naval Anti-Submarine Warfare System (AN/SQQ-89)
 Littoral Combat Ship Seaframe and Mission Package Training Systems
 DDG 1000 Training Systems
 Other Interactive Courseware (ICW) and Authoring Systems.
 Synthetic Combat Operator Trainer (SCOT)

C.2.1 New Training Materials Development. The contractor shall prepare and deliver new training materials as specified in the Training Project Plan (TPP) and in accordance with NAVEDTRA 130 (series) and 131 (series), or current ILE Content Development Guidance and Policy Documents, and as discussed during In-Progress Reviews (IPRs). The contractor shall develop the TPP for each new course and deliver materials in accordance with the milestones section of the TPP.

C.2.2 Training Material Modifications. The contractor shall prepare and deliver modifications to existing training materials as specified in the TPPs for course revisions, or through course changes, as defined by NAVEDTRA 130 (series) and 131A (series) or ILE Content Development Guidance and Policy Documents, and as discussed during IPRs. The contractor shall develop the TPP for each course revision and deliver materials in accordance with the milestones section of the TPP and government approval of draft deliveries. Course Changes shall be delivered in accordance with the CSCS Learning Standards Office guidance to support training requirements. Course revision deliverables shall consist of the following:

- Training Project Plan
- Course Training Task List
- Personnel Performance Profile Tables
- Training Path System
- Preliminary Training Course Control Document
- Lesson Plan
- Trainee Guide
- Instructional Media Materials
- Test Questions (as requested)
- Final Training Course Control Document
- Enabling Learning Objects (ELOs)
- Terminal Learning Objects
- Terminal Learning Object aggregations

Course Changes shall consist of modifications to one or more of the following, depending on the extent of the necessary Change:

- Course Training Task List
- Personnel Performance Profile Tables

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- Training Path System
- Lesson Plan
- Trainee Guide
- Instructional Media Materials
- Test Questions (as requested)
- Enabling Learning Objects
- Terminal Learning Objects
- Terminal Learning Object aggregations

C.2.3. Quality Control. The contractor shall perform internal quality assurance services prior to delivering materials to the LSO in order to ensure adherence to CSCS quality standards and directives/instructions.

C.3 INSTRUCTOR SUPPORT. The contractor shall deliver completed training courses, instructed across the CSCS domain in accordance with the prescribed Training Schedule in Corporate Enterprise Training Activity Resource System (CeTARS) as modified by Course Supervisors or course curriculum model manager. These locations may also include the Shipyards and Fleet Surface Ships. The contractor shall deliver completed instruction in support of initial, replacement and conversion training for existing and new courses; and for training by test team personnel and shipyards. The contractor shall participate in the evaluation of future training requirements based upon fleet operational lessons learned and in the initiation of action to meet these needs. Additionally, the contractor shall support test team personnel required to perform CSCS related tasks as required.

C.3.1 Course Evaluation. The contractor shall provide monitoring and continuous course evaluations to ensure adequacy and consistency of training presentations.

C.3.2 CSCS Domain Liaison. The contractor shall assist with liaison between the Learning Sites/Learning Detachments Training Department instructors and the Learning Sites/Detachments Training equipment maintenance staff in order to ensure coordination of scheduled course laboratory requirements.

C.4 CSCS FUNCTIONAL INTEGRATION MANAGEMENT. The contractor shall provide direct programmatic support to the CSCS Director(s). This support shall include training requirements definition, training aids/devices integration and readiness support. Support shall also include providing recommendations for definition of training systems installation requirements and implementation planning. This support shall encompass future requests by CSCS as new acquisition programs, baselines, and technologies emerge.

C.5 PROGRAM MANAGEMENT SERVICES. The contractor shall provide programmatic control of services in support of all aspects of this performance work statement including participation in various training meetings. The contractor shall maintain liaison with CSCS Domain management, the Program Management and Program Executive Offices and other activities, in order to effectively support Surface Combat Systems training. Informational copies of correspondence regarding key training matters pertaining to this task order addressed to activities other than CSCS shall be forwarded to the Task Order Manager (TOM) and the Contracting Officer.

C.6 MAINTENANCE AND LOGISTIC SUPPORT. The contractor shall provide maintenance and logistic support to the CSCS, in direct support the CSCS Domain Training Programs.

C.6.1 Training Support Department Support. The Contractor support shall be provided to the CSCS Domain in both corrective and preventive maintenance of the Surface Combat Systems. The direct maintenance coverage includes CM/PM for SPY-1 Radar System, AEGIS Computer Network Technician (ACNT), Fire Control Systems (FCS), Operational Readiness Test System (ORTS), Tactical Computers and Peripherals, Mark Cabinets, Display Equipment Groups, Commercial Emulators, Switching Systems, Master Switch Controller (MSC), Site Unique Equipment, and Auxiliary equipment. System Administration for all Commercial Off-the-Shelf (COTS) and Local Area Network (LAN) based

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baselines which includes all required certifications per DOD 8570 instruction. System Level Problem Recognition, integration and readiness support for Joint Service exercises. This support is in AEGIS but could also include other Surface Combat Systems as well as Simulations that support these systems.

C.6.2 Logistic Coordination Support. Contractor support shall be provided for the Tactical Maintenance Division as liaison with the Supply Division. The Logistic Coordinator shall provide an accurate database to track all requests, issued parts, Defense Reutilization Management Office (DRMO) and other turn-ins, remain in place parts, and DD-1149's. Efforts shall include data base management of Departmental Budget expenditures.

C.6.3. Configuration Management (CM) Support. Contractor support shall be provided for direct and change control support to the Configuration Manager, and the System Test Officer (STO). The contractor shall provide detailed information on baseline equipment status, advance baseline planning, and ongoing site projects as it pertains to the training lab configurations. This includes managing the site's change control process in tracking site Configuration Change Work (CCW) packages, applicable Engineering Change Proposals (ECP), Ordnance Alterations (ORDALTS), Field Changes, and other planned equipment modifications.

C.6.4 Tele-production Support. Contractor support shall be provided to the CSCS in both preventive and corrective maintenance of the Closed Circuit Television, Internal Security Surveillance Network, and the Tele-production facility. The contractor shall direct, film, edit, narrate, anchor, and research data in support of video productions.

C.7 CSCS TRAINING SYSTEMS SUPPORT. Training Systems support shall be required in the areas of: Tactical Team Training, Operator Training, and Officer Technical Training, and the Computer Programs that are utilized to develop the Training Systems and Training Systems materials. The Contractor shall support the CSCS domain integration of training systems into the various courses of instruction at CSCS and associated Units, Sites, and Detachments, and other designated training locations. This includes analysis, development and maintenance of Surface Combat training systems in support of existing and future courses. Additionally, the Contractor shall provide Training System support tied to specific current Combat System baselines, as well as emergent baselines. Deliverables and dates required for modifications to existing training materials will be specified in Plan of Actions and Milestones (POAMs).

C.7.1 Tactical Team Training. The contractor shall analyze, develop, and deliver new team Training Devices and Training Unique Equipment (TD/TUE) required by CSCS in support of a training requirement. The following team training systems will be produced:

- AEGIS Combat Training System (ACTS)
- Battle Force Tactical Trainer (BFTT)
- AEGIS Combat System Interface Simulation (ACSIS)
- Open Architecture Systems Interface Simulator (OASIS)
- Joint Semi Automated Forces (JSAF) Training System
- Other team training systems

C.7.2 Operator Training. The contractor shall develop and deliver new operator Training Devices and Training Unique Equipment (TD/TUE) required by CSCS in support of a training requirement. The following operator training systems shall be produced:

- Computer Aided Submode Training (CAST)
- Lesson Generator Program (LGP)/Lesson Generation (LGEN)
- Tactical Team Coordination Training (TTCT) Scenarios
- Other operator training systems (examples SCOT)

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C.7.3 Technical and Officer Training. The contractor shall develop and deliver new technical and officer training aids required by CSCS in support of a training requirement. The following technical and officer training systems will be produced:

- Interactive Courseware (ICW)
- Simulations
- Part Task Trainers (PTT)
- Fault insertion devices
- Computer programs in support of training devices.
- Other technical and officer training systems

C.8. INTERNATIONAL PROGRAMS (IP). The contractor shall support the CSCS integration and instruction of International Military Students (IMS) at the CSCS Learning Sites, Detachments, and other designated training locations. IP initiatives currently consist of the Japanese Maritime Self Defense Force, Spanish, South Korea, Norwegian, Singapore, Saudi Arabia and Australian Foreign Military Sales. This support shall also apply to all future IP initiatives.

C.8.1 General. The contractor shall provide programmatic control and coordination services in support of all aspects of this work. The contractor shall maintain liaison with CSCS management and other activities, in order to support such countries' in Surface Combat Systems training.

C.8.2 IP Training Materials Development and Maintenance. The contractor shall provide support consisting of conducting Surface Combat Weapon System courses, developing and maintaining Surface Combat Systems TD/TUE, materials, and specialized briefs,. Training tools required shall consist of tools such as SCOT, ACTS, ACSIS, CAST, Japan Computer-Aided Training (JACAT), and ICW for export to the IP Customer. CDRL 0002

C.8.2.1 Quality Control. The contractor shall coordinate internal quality control services with the International Programs' Disclosure and Releasability representative, the Curriculum Integration Team, and with the IP LSO, in order to ensure adherence to Program Executive Offices and CSCS quality standards.

C.8.3 IP Training Courses. The contractor shall deliver completed training courses to allied military and/or civilian personnel of international countries in accordance with the Training Implementation Plans and other country specific schedules, as modified by the Director, International Programs. The contractor shall deliver such training at the CSCS Detachments, and other designated training locations.

C.8.4 Program Management Services. The contractor shall provide programmatic control and administrative services in support of the development of International training and integration plans. The contractor shall provide support for, as examples, the following meetings: Navy-to-Navy, Management Group Meetings (MGM), executive sessions, Program Executive Offices, and integrated logistics support meetings.

C.8.5 Shipboard Training. The contractor shall provide shipboard training and responsive training to support allied fleet training and operations.

C.9 MONTHLY PROGRESS REPORTS

C.9.1 Monthly Progress Reports. The contractor shall provide a Monthly Progress Report as set forth below. This report shall reflect prime and subcontractor data, if applicable, at the same level of detail. In addition to the requirements of DI-MGMT-80227, the progress report shall contain the following items: a task order summary report and individual reports by Work Area (WA). CDRL 0001

C.9.2. Task Order Progress Summary. Each summary shall include the following:

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- a. Contract/Task Order Number, Period of Performance, Total Value.
- b. Task Order modifications to include modification number, effective date, and purpose.
- c. Organizational chart naming all personnel (including management support) that are supporting tasking under the contract. Task leaders shall be identified. Both administrative and technical personnel shall be shown.
- d. A summary of all WA/POA&Ms to include a listing, in columnar format, of all WA/POA&Ms issued to date and providing the following information: WA/POA&M number, title, Government and contractor points of contact, period of performance, value, amount funded.
- e. Task Order-level totals shall be shown and a contract ceiling balance shall be computed.
- f. A listing of all contract Key Personnel to include: name (person originally proposed and subsequent substitution), WA(s) or PWS section (s) to which assigned, and percent of actual availability. (Actual availability is defined as the amount of time actually being charged to work under the task order.), Work Location and Company.
- g. A listing of all Personnel that possess a Common Access Card (CAC) to include: name, location, company, email address and WA supporting.
- h. A listing of all Personnel in government provided space to include: Name, Company, WA, location (down to the room number), phone number and email address.
- i. Expenditures - at the contract level by Contract Line Item Number (CLIN) and total contract:
 - (1) Man-Hours - A rectangular coordinate line graph showing CLIN, planned, funded and actual man-hour expenditures. Numerical values shall be identified for the values plotted.
 - (2) Dollars - A rectangular coordinate line graph showing CLIN, planned, funded and actual expenditures. Numerical values shall be identified for the values plotted.

C.9.3 Individual Work Area Progress Reports.

- a. Summary to include number/title, period of performance, contractor's project manager and Government point of contact [Technical Assistant (TA)].
- b. Discussion of technical effort to include: progress, problems/resolutions, and plans (both near and long-term).
- c. Schedule/milestone chart(s) if appropriate to the effort.
- d. Expenditures
 - (1) Man-Hours
 - (a) A rectangular coordinate line graph showing planned and actual man-hour expenditures. Numerical values shall be identified for the values plotted.
 - (b) A chart showing both planned and actuals by contract and labor category in both current and cumulative format.
 - (c) Names of all personnel charged to include contract labor category, current

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charges, and cumulative charges (labor-hours only). The contractor may include this information in the chart described in subparagraph (b) above.

(2) Dollars

(a) A rectangular coordinate line graph showing planned, funded, and actual expenditures for the contract period. Numerical values shall be identified for the values plotted.

(b) A cost detail chart to show planned and actual amounts for each major element of direct cost (for example: labor, travel, relocations, graphics) in both current and cumulative format.

(c) A comparison with total amount invoiced for the corresponding period and explanation for differences (other than rounding).

e. Data deliveries during the period to include title/description, date due, date delivered, and classification. This data shall be cumulative on a semi-annual basis and in the final report for the contract period.

f. Classified GFI, if applicable, received during the period to include, title, date received, classification, and disposition. This data shall be cumulative in the final report for the contract period.

C.9.4 Comptroller Monthly Report. The contractor shall provide a Comptroller Monthly Report within 10 days after delivery of the Monthly Report, as set forth below.

(a) Cost Analysis. The contractor shall provide a monthly cost analysis report of each WA and totals to the CLIN level to the CSCS Comptroller and TOM that includes as a minimum: WA title, actual cost incurred to date, fee, Estimate Cost to Completion and Total Cost to Complete for each WA. Total funding, amount expended and remaining funds for each WA shall also be included.

(b) Labor Analysis. The contractor shall provide a monthly labor analysis report of each task area to the CSCS Comptroller and TOM that includes as a minimum: WA title, actual man hour expenditure, estimate of man-hours to completion, a summation of actual and estimated hours and Full Time Equivalent (FTE) man hours for each WA. This data shall also be totaled at the CLIN level.

C.9.5 Accounting Classification Reference Number (ACRN) Report

(a) ACRN Analysis. The contractor shall provide a monthly ACRN analysis report to CSCS Comptroller and TOM that includes as a minimum: ACRN, CLIN, Amount Funded per Mod, Total Funded, Amount invoiced, invoiced to date per ACRN, remaining funding and percentage invoiced. Government format will be provided.

(b) A comparison with total amount invoiced for the corresponding period per CLIN and explanation for any difference (other than rounding).

C.10 SEMI-ANNUAL IN-PROGRESS REVIEWS (IPRs).

C.10.1 The contractor shall prepare In-Progress Reviews (IPRs) to be held Semi-Annually or more frequently if requested by the Government at a location mutually agreed upon by the Contractor and the Government. The Contractor's IPR presentation shall contain, at a minimum, the following written information in viewgraph form:

a. Task Order Number, Period of Performance, Total Value

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b. An organization chart listing all personnel who are currently working under the task order. The chart shall show areas of responsibility and lines of control. The chart shall include and identify subcontractor personnel.

c. Description of each WA completed or currently being performed, to include the PWS or Technical Direction Reference Number and a detailed description of technical efforts to date, schedules, progress made, problems encountered and resolved, recommendations, and planned efforts.

d. A graphic depiction of planned and actual labor hours to date, along with planned hours to complete contract requirements. Potential under-runs or over-runs should be noted and explained.

e. A graphic depiction of planned, invoiced, and actual dollar expenditures, along with planned expenditures to complete. Potential under-runs or over-runs should be noted and explained.

f. A listing, by contract labor category, of all personnel approved for work on the contract. Subcontractor personnel should be identified to the appropriate firm.

g. Identification of any administrative problems encountered in performance of the task order.

h. Delivery of all software developed or modified to date under this contract (current version).

C.10.2 IPR Format. Except as provided above, the format for the IPR presentation shall be mutually agreed upon by the Contractor and TOM. An agenda will be provided one week in advance of the IPR. These agenda items shall address the status of action items from the previous IPR and pertinent issues. All information presented shall be up-to-date as of the final agreed upon agenda. Emergent/future interest items and meetings shall be discussed during the IPR. A listing of Action Items, Meeting Minutes with attached attendance listing which reflects those attending; organization/code; telephone and e-mail address; shall be provided to the Government Representatives by the Contractor within 5 working days of the IPR.

C.11 DATA DELIVERABLES. Exhibit A provides a master CDRL for this requirement. Individual POA&Ms, if appropriate, will reflect their unique data requirements by reference to this document. For purposes of this contract, dates specified in POA&Ms for initial and subsequent deliveries refer to the dates when actual delivery to local CSCS distribution is required rather than the date shown on the document and/or its transmittal letter. Deliveries required by this task order may be subject to the requirements of DFARS 252.227-7020, which is incorporated in Section I of this task order by reference. At this time, no such deliverables have been identified.

C.12 CSCS FACILITY ACCESS. Performance of this task order will require the contractor to have access to CSCS facilities listed in C.1 above. The contractor shall comply with such procedures as are established for each of the facilities.

C.13 GOVERNMENT PROVIDED SPACE. Specific CSCS workspaces will be made available to the contractor at task order start up, as specified below:

Location	# Persons	Location of Work Space
Dahlgren, VA	121	CSCS/ATRC, Bldg. 1520
Wallops Island, VA	2	CSCS/ATRC Detachment Bldg R30
CSCS Det San Diego	15	LCS Shore based Training Facility, Bldg. 3292
CSCS Det San Diego	12	DDG Shore Support Trainer, Bldg 3292,
CSCS Detachment East, Norfolk, VA	26	Bldg CEP 162, 25, N30, N-19

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CSCS Detachment West, San Diego, CA	20	Bldg 3143, 3281, 3290, 3382
FASW, San Diego, CA	3	Bldg. 11, 52
Mine Warfare, San Diego, CA	2	Bldg 11, 52
CSCS Detachment Mayport, FL	1	Bldg 1556
CSCS Unit Dam Neck, VA	8	Bldg., 102, 127N, 199, 523, 543, 572, 856
CSCS Unit Great Lakes, IL	60	Bldg 621, 616, 2B, 122

In the future, if space is made available at other sites or additional space is required at the above sites, these new requirements will be incorporated via POA&M.

C.14 GOVERNMENT FURNISHED PROPERTY (GFP). The GFP listed in Attachment J.1 will be made available to the contractor. All GFP shall be returned to the Government agency within 30 days after the end of the period of performance of the task order.

C.14.1 CONTRACTOR EQUIPMENT, MATERIAL, CONSUMABLES. The contractor shall supply all training equipment, consumables, and any additional materials needed to satisfy Fiber Optics course competency/performance requirements at all sites except Norfolk and San Diego.

C.15 APPLICABLE DOCUMENTS

The specifications, instructions, handbooks and other publications listed below are applicable to this order and may be referenced in POA&Ms. Current editions are governing unless a specific edition is cited in the POA&M when issued.

- a. Department of Defense (DOD) Instruction, 1322.26, Development, Management, and Delivery of Distributed Learning
- b. Department of Defense Handbook, MIL-HDBK-29612-3A, Development of Interactive Multimedia Instruction (IMI)
- c. Department of Defense Handbook, MIL-HDBK-9660B, DOD-Produced Compact Disk(CD)-Read Only Memory (ROM) Products
- d. Department of Defense (DOD) Implementation Plan for Advanced Distributed Learning
- e. MIL-PRF-29612 - Performance Specification Training Data Products
- f. MPT&ECIOSWIT-ILE-SPEC-4 - Navy ILE Learning Objective Statements Specifications and Guidance
- g. DI-MGMT-80227 - Contractor's Progress, Status and Management Report
- h. Department of the Navy (DON) Instruction, 1500.76A, Naval Training System Requirements, Acquisition, and Management
- i. Department of Defense 8570.01-M, Information Assurance Workforce Improvement Program
- j. Naval Education Training Manual (NAVEDTRA) 130 (series), Task Based Curriculum Development Manual
- k. NAVEDTRA 131 (series), Personnel Performance Profile Based Curriculum Development.

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- l. Navy Authoring Instructional Materials (AIM) computer program.
- m. Department of Defense, (DOD) Computer Aided Acquisition and Logistics Support (CALs) requirements.
- n. Navy ILE Technical Specifications (current version)
- o. Navy Style Guides as approved by CSCS
- p. NAVEDTRA 135B
- q. Navy Open Architecture Contract Guidebook

C.16 LIST OF ACRONYMS

ACNT	Aegis Computer Network Technician
ACRN	Accounting Classification Reference Number
ACSIS	AEGIS Combat System Interface Simulator
ACTS	AEGIS Combat Training System
AIM	Authoring Instructional Materials
AN/SQQ-89	Anti-Naval Anti-Submarine Warfare System
ASW	Anti-Submarine Warfare
A-STATS	Aegis Simulation Test and Training Systems
ATRC	Aegis Training and Readiness Center
BFTT	Battle Force Tactical Training
BMD	Ballistic Missile Defense
CAC	Common Access Card
CALS	Computer Aided Acquisition and Logistics Support
CAST	Computer-Aided Submode Trainer
CCW	Configuration Change Work
CD	Compact Disk
CDRL	Contract Data Requirements List
CeTARS	Corporate Enterprise Training Activity Resource System
CLASS	CAST Lesson Authoring System
CLIN	Contract Line Item Number
CM	Configuration Management
COTS	Commercial Off-the-Shelf
CSCS	Center for Surface Combat Systems
CSEA	Combat Systems Engineering Agent
DAA	Designated Approving Authority
DDG 1000	Multi-Mission Surface Combat Destroyer
DoD	Department of Defense
DoN	Department of Navy
DRMO	Defense Reutilization Management Office
ECP	Engineering Change Proposal

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ELO	Enabling Learning Object
FCS	Fire Control System
FID	Fault Insertion Device
FMS	Foreign Military Sales
GFI	Government Furnished Information
GFP	Government Furnished Property
GWS	Gun Weapons System
ICW	Interactive Courseware
ILE	Integrated Learning Environment
IP	International Programs
IS	Information Systems
IMS	International Military Students
IPR	In-Progress Reviews
JACAT	Japan Computer-Aided Training
JSAF	Joint Semi Automated Forces Training System
LAN	Local Area Network
LCS	Littoral Combat Ship
LGP	Lesson Generator Program
LGEN	Lesson Generation
LSO	Learning Standards Office
MSDS	Material Safety Data Sheet
MGM	Management Group Meeting
MSC	Master Switch Controller
NAVSWCDD	Naval Surface Warfare Center, Dahlgren Division
NAVEDTRA	Naval Education Training Manual
NETC	Naval Education and Training Command
NIFCA-CA	Navy Integrated Fire Control –Counter Air
NMCI	Navy Marine Corps Intranet
OA	Open Orchitecture
OASIS	Open Architecture Systems Interface Simulator
ODC	Other Direct Charges
OCI	Organizational Conflict of Interest
ORDALTS	Ordnance Alterations
ORTS	Operational Readiness Test System
PCO	Procuring Contracting Officer
PM	Preventive Maintenance
POA&M	Plan of Actions & Milestones
POC	Point of Contact
PTT	Part Task Trainers
PWS	Performance Work Statement
ROM	Read Only Memory
SCIF	Sensitive Compartmented Information Facility
SCOT	Synthetic Combat Operator Trainer
SME	Subject Matter Experts

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SSDS	Ship Self Defense System
STO	System Test Officer
TA	Technical Assistant
TD/TUE	Training Devices/Training Unique Equipment
TI	Technical Instruction
TLO	Terminal Learning Objective
TOM	Task Order Manager
TPP	Training Project Plan
TSD	Training Support Detachment
TS/SCI	Top Secret/Sensitive Compartmented Information
TTCT	Tactical Team Coordination Training
VPN	Virtual Private Network
WA	Work Area

C.16 PLAN OF ACTIONS AND MILESTONES (POA&M)

The contractor shall develop POA&Ms per TOM direction. While contractor format is acceptable, with Government's approval, the following information, as a minimum, shall appear in each POA&M.

Contract and Order Number
Date POA&M prepared/revised
Revision number if applicable
POA&M Period of Performance
Contractor Interfaces/Points of Contact (by technical area)
Government Interfaces/POC (by technical area)
Estimated man years and total cost (including fee) for labor
Estimated ODCs with travel details
Work summary
Subcontractors identified by name

C.17 SECURITY

The Department of Defense Contract Security Classification Specification (DD Form 254) (Attachment J.2) provides the security classification requirements for this order. The contractor shall obtain facility and personnel security clearances as required by the Department Industrial Security Program prior to starting to work on tasks requiring clearances. Access to classified spaces and material and generation of classified material shall be in accordance with the attached DD Form 254.

C.18 SKILLS AND TRAINING

The contractor shall provide capable personnel with qualifications, experience levels, security clearances, and necessary licenses, certifications, and training required by Federal, State, and Local laws and regulations. Information assurance functions require certifications specified in DFAR 252.239-7001 INFORMATION ASSURANCE CONTRACTOR TRAINING AND CERTIFICATION. Training necessary to ensure that personnel performing under this contract maintain the knowledge and skills to successfully perform the required functions is the responsibility of the contractor.

INFORMATION SECURITY AND COMPUTER SYSTEM USAGE

In accordance with U.S. Navy policy, any personnel, including the contractor, who utilizes DOD-owned systems shall assume responsibility for adherence to restrictions regarding internet and e-mail usage. Navy

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policy prohibits racist, sexist, threatening, pornographic, personal business, subversive or politically partisan communications. All personnel, including the contractor, are accountable and must act accordingly. DOD computer systems are monitored to ensure that the use is authorized, to facilitate protection against unauthorized access, and to verify security procedures, survivability and operational security. During monitoring, information may be examined, recorded, copied, and used for authorized purposes. All information, including personal information, placed on or sent over a DOD system may be monitored. Use of a DOD system constitutes consent to monitoring. Unauthorized use may result in criminal prosecution. Evidence of unauthorized use collected during monitoring may be used as a basis for recommended administrative, criminal or adverse action.

USE OF INFORMATION SYSTEM (IS) RESOURCES

Contractor Provision of IS Resources

Except in special circumstances explicitly detailed elsewhere in this document, the Contractor shall provide all IS resources needed in the performance of this contract. This includes, but is not limited to computers, software, networks, certificates, and network addresses.

Contractor Use of CSCS IS Resources

In the event that the contractor is required to have access to CSCS IS resources, the login name used for access shall conform to the Navy Marine Corp. Intranet (NMCI) login naming convention. If the contractor requires access to applications/systems that utilize client certificates for authentication, the contractor is responsible for obtaining requisite certificates from a DOD or External Certificate Authority.

If this task order requires that the contractor be granted access and use of CSCS IS resources (at any site), the IS shall be accredited for contractor use in accordance with procedures specified by the Information Assurance Office.

Connections Between CSCS and Contractor Facilities

If there is a requirement (specifically delineated elsewhere in this contract) for interconnection (e.g., link level or Virtual Private Network (VPN)) between any facilities and/or ISs owned or operated by the contractor and ISs owned or operated by CSCS, such interconnection shall take place only after approval from the CSCS Information Assurance Office. All such connections as well as the ISs connected thereto will be accredited in accordance with DOD policy (DODI 5200.40) by the cognizant Designated Approving Authority (DAA) and comply with the requirements of CJCSI 6211.02B regarding Memorandums of Agreement. All such connections will be made outside the appropriate CSCS firewall.

DIGITAL DELIVERY OF DATA

(a) Delivery by the Contractor to the Government of certain technical data and other data is now frequently required in digital form rather than as hard copy. Such delivery may cause confusion between data rights and computer software rights. It is agreed that, to the extent that any such data is computer software by virtue of its delivery in digital form, the Government will be licensed to use that digital-form data with exactly the same rights and limitations as if the data had been delivered as hard copy.

(b) Any limited rights legends or other allowed legends placed by a Contractor on technical data or other data delivered in digital form shall be digitally included on the same media as the digital-form data and must be associated with the corresponding digital-form technical data to which the legends apply to the extent possible. Such legends shall also be placed in human-readable form on a visible surface of the media carrying the digital-form data as delivered, to the extent possible.

NON-DISCLOSURE AGREEMENTS (NDAs)

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Contractor personnel may be required, from time to time, to sign non-disclosure statements as applicable to specific Statement of Work tasking. The TOM will notify the contractor of the number and type of personnel that will need to sign the Non-Disclosure agreements. The signed Non-Disclosure Agreements shall be executed prior to accessing data or providing support for information that must be safeguarded and returned to the TOM for endorsement and retention.

SENSITIVE, PROPRIETARY, AND PERSONAL INFORMATION

Work under this contact may require that personnel have access to Privacy Information. Contractor personnel shall adhere to the Privacy Act, Title 5 of the U.S. Code. Section 552a and applicable agency rules and regulations. Access to and preparation of sensitive information subject to privacy Act and Business Sensitive safeguarding and destruction may be required in the execution of tasking associated with this contract. Administratively sensitive information/data must not be shared outside of the specific work areas. All personnel with access to privacy act data in support of this contract must sign a privacy act certification.

NON-PERSONAL SERVICES

The Government will neither supervise contractor employees nor control the method by which the contractor performs the required tasks. Under no circumstances shall the Government assign tasks to, or prepare work schedules for, individual contractor employees. It shall be the responsibility of the contractor to manage its employees and to guard against any actions that are of the nature of personal services or give the perception of personal services. If the contractor feels that any actions constitute, or are perceived to constitute personal services, it shall be the contractor's responsibility to notify the Contracting Officer immediately. These services shall not be used to perform work of a policy/decision making or management nature, i.e., inherently Governmental functions. All decisions relative to programs supported by the contractor shall be the sole responsibility of the Government.

HQ C-2-0037 ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000)

(a) "Organizational Conflict of Interest" means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the order work is or might be otherwise impaired, or a person has an unfair competitive advantage. "Person" as used herein includes Corporations, Partnerships, Joint Ventures, and other business enterprises.

(b) The Contractor warrants that to the best of its knowledge and belief, and except as otherwise set forth in the order, the Contractor does not have any organizational conflict of interest(s) as defined in paragraph (a).

(c) It is recognized that the effort to be performed by the Contractor under this order may create a potential organizational conflict of interest on the instant order or on a future acquisition. In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this order shall be limited as described below in accordance with the requirements of FAR 9.5.

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this order. Such information includes, but is not

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limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this order. This prohibition shall expire after a period of three years after completion of performance of this order.

(3) The prohibitions contained in subparagraphs (d)(1) and (d)(2) shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor. The terms of paragraph (f) of this Special Contract Requirement relating to notification shall apply to any release of information in contravention of this paragraph (d).

(e) The Contractor further agrees that, during the performance of this order and for a period of three years after completion of performance of the order, neither the Contractor, nor, any subcontractor/consultant shall furnish to the United States Government, any system, component or services which is the subject of the work to be performed under this contract, unless the Contractor implements the OCI avoidance procedures set forth in an approved OCI Mitigation Plan. The contractor shall not be prohibited from competing in procurements for systems, components or services as addressed in FAR 9.505.2.

(f) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest, it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the order for the convenience of the Government if determined to be in the best interest of the Government.

(g) Notwithstanding paragraph (f) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this order or becomes, or should become, aware of an organizational conflict of interest after award of this order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this order for default.

(h) If the Contractor takes any action prohibited by this requirement or fails to take action required by this requirement, the Government may terminate this order for default.

(i) The Contracting Officer's decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final.

(j) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of this order; nor, shall this requirement preclude the Contractor from participating in any research and development or delivering any design development model or prototype of any such equipment. Additionally, sale of

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catalog or standard commercial items are exempt from this requirement.

(k) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

(l) The Contractor shall include this requirement in subcontracts of any tier which involve access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

(m) The rights and remedies described herein shall not be exclusive and are in addition to other rights and remedies provided by law or elsewhere included in this order.

(n) Compliance with this requirement is a material requirement of this order.

Ddl-C30 HAZARDOUS MATERIALS USED ON GOVERNMENT SITE

(a) This clause applies if hazardous materials are utilized at any time during the performance of work on a Government site under this order. Hazardous materials are defined in Federal Standard No. 313 and include items such as chemicals, paint, thinners, cleaning fluids, alcohol, epoxy, flammable solvents, or asbestos.

(b) The contractor shall have an active Hazard Communication Program in place for all contractor employees per 29 C.F.R. 1910.1200. Before delivery of any hazardous materials onto Government property, the Contractor shall provide the TOM with an inventory and Material Safety Data Sheet (MSDS) for these materials.

Ddl-C41 TERMINATION OF EMPLOYEES WITH NAVAL BASE ACCESS

The contractor shall insure that all employees who have a Navy issued badge and/or automobile sticker turn-in the badge and remove the sticker immediately upon termination of their employment under this order. The above requirement shall be made a part of the standard employee facility clearance procedures for all separated personnel. The contractor shall advise appropriate Navy Physical Security of all changes in their contract personnel requiring Navy base access.

SHIPBOARD PROTOCOL: This task order may involve working onboard U.S. and/or foreign naval ships or vessels. As such, the Contractor is reminded of its responsibility to assure that shipboard protocol is stringently followed. Specifically, visit requests must be arranged through the Government sponsor and must be forwarded to the individual command being visited as well as to all supporting commands, such as the base, squadron, tender, etc. that the visitor must pass through to get to the ship or vessel; the Contractor is responsible for obtaining and maintaining specialized training (i.e., nuclear awareness, safety, quality control, etc.) and certification (i.e., SUBSAFE certification, etc.).

The Contractor shall ensure its personnel adhere to these requirements when performing shipboard efforts. Compliance shall be reported in the trip report.

All personnel working shipboard shall possess at least a SECRET security clearance.

All personnel, while shipboard, shall conform to the rules and regulations of the ship. It is the

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responsibility of the Contractor to determine the proper rules, regulations, actions, policy, and procedures.

- o Alarms – actual or drill
- o Safety – hardhats, tagouts, safety shoes, goggles, etc., as applicable
- o HAZMAT – bringing hazardous materials aboard, using hazardous materials, etc.

The designated team lead shall, upon arrival, brief the Commanding Officer or his/her designated representative as to the purpose of the visit and expected duration.

The designated team lead shall, upon departure, debrief the Commanding Officer or his/her designated representative as to the success of the work performed and the operational condition of affected equipment.

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SECTION D PACKAGING AND MARKING

Delivery shall be in accordance with the provisions of the basic contract. Some deliveries may contain classified information.

All technical reports and other deliverable items shall be marked to include, as a minimum, the prime contractor's name, contract number, and task order number.

All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at CSCS, Dahlgren, VA by the TOM designated herein.

PERFORMANCE BASED CRITERIA:

PERFORMANCE BASED CONTRACT REVIEW AND ACCEPTANCE PROCEDURE

(a) This is a performance-based contract as defined in FAR Part 37.6 (PERFORMANCE BASED ACQUISITION). Contractor performance will be reviewed in accordance with the Quality Assurance Surveillance Plan in Section H.

(b) The plan defines that this review and acceptance will become part of the annual Contractor Performance Assessment Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following Items are as follows:

4000	9/1/2010 - 8/31/2011
6000	9/1/2010 - 8/31/2011

The periods of performance for the following Option Items are as follows:

4050	9/1/2010 - 8/31/2011
4100	9/1/2011 - 8/31/2012
4150	9/1/2011 - 8/31/2012
4200	9/1/2012 - 8/31/2013
4250	9/1/2012 - 8/31/2013
4300	9/1/2013 - 8/31/2014
4350	9/1/2013 - 8/31/2014
6050	9/1/2010 - 8/31/2011
6100	9/1/2011 - 8/31/2012
6150	9/1/2011 - 8/31/2012
6200	9/1/2012 - 8/31/2013
6250	9/1/2012 - 8/31/2013
6300	9/1/2013 - 8/31/2014
6350	9/1/2013 - 8/31/2014
7000	9/1/2014 - 8/31/2015
7050	9/1/2014 - 8/31/2015
9000	9/1/2014 - 8/31/2015
9050	9/1/2014 - 8/31/2015

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under Seaport-e, all funding is identified/obligated at the SubCLIN (SLIN) level. SLINs are established sequentially by the Seaport-e software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual work area that is funded incrementally, could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

Ddl-G1 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

The Payment Office shall ensure that each payment under this contract is made in accordance with the accounting classification reference numbers (ACRNs) and SubLine (SLIN) numbers shown on each individual invoice, including attached data.

Ddl-G10 GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT AND RESPONSIBILITIES

(*) - To be identified at time of award.

Procuring Contracting Officer (PCO):

- (a) Name: Linda B. Kline
Code: CXS12-1
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100
Phone: (540) 653-4706
FAX: (540) 653-4089
E-mail: Linda.kline@navy.mil

(b) PCO responsibilities are outlined in FAR 1.602-2. The PCO is the only person authorized to approve changes in any of the requirements of this Task Order, notwithstanding provisions contained elsewhere in this contract, the said authority remains solely the PCO's. The contractor shall not comply with any order, direction or request of Government personnel unless it is issued in writing and signed by the Contracting Officer or is pursuant to specific authority otherwise included as part of this contract. In the event the contractor effects any change at the direction of any person other than the PCO, the change will be considered to be unauthorized.

Contract Specialist:

- (a) Name: Mary Beth Carter
Code: CXS12-2
Address: Naval Surface Warfare Center, Dahlgren Division
17632 Dahlgren Road, Suite 157
Dahlgren, Virginia 22448-5100

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Phone: (540) 653-4205
FAX: (540) 653-4089
E-mail: mary.b.carter@navy.mil

(b) The Contract Specialist is the representative of the Contracting Officer for all contractual matters.

Administrative Contracting Officer (ACO):

(a) Name: (*)
Code: (*)
Address: (*)
Phone: (*)
E-mail: (*)

(b) The Administrative Contracting Officer (ACO) of the cognizant Defense Contract Management Agency (DCMA) is designated as the authorized representative of the Contracting Officer for purposes of administering this Task Order in accordance with FAR 42.3. However, in view of the technical nature of the supplies and services to be furnished, technical cognizance is retained by the Naval Surface Warfare Center, Dahlgren Division.

Task Order Manager (TOM):

(a) Name: (*)
Code: (*)
Address: (*)
Phone: (*)
FAX: (*)
E-mail: (*)

(b) The TOM is the PCO's appointed representative for technical matters. The TOM is not a contracting officer and does not have the authority to direct the accomplishment of effort which is beyond the scope of the Task Order or to otherwise change any Task Order requirements. A copy of the TOM appointment letter which provides a delineation of TOM authority and responsibilities is provided as an attachment to this Task Order.

Alternate Task Order Manager (ATOM):

(a) Name: (*)
Code: (*)
Address: (*)
Phone: (*)
FAX: (*)
E-mail: (*)

(b) The ATOM is responsible for TOM responsibilities and functions in the event that the TOM is unavailable due to leave, illness, or other official business. The ATOM is appointed by the PCO; a copy of the ATOM appointment is provided as an attachment to this Task Order.

Ddl-G12 POST AWARD MEETING

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

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

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

FUNDING PROFILE

It is estimated that these incremental funds will provide for the number of hours of labor stated below. The following details funding to date:

CLIN	TOTAL ECPFF	Funds This Action	Previous Funding	TOTAL Funded Amount	Balance UNFUNDED	Funded Labor Hours
* to be completed at time of award						

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

CLIN	Performance Period	Allotted to Cost	Allotted to Fee	Total	Estimated Period Funded
* to be completed at time of award					

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs _____ are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20).

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(d) The Contractor shall segregate costs for the performance of incrementally funded CLINs/SLINs from the costs of performance of fully funded CLINs/SLINs.

NAVSEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be _____ * _____ total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(*The table below and information for the blanks in paragraph (a), (b), and (d) are to be completed by the offeror as part of his proposal.)

	Total Labor Hours	Compensated	Uncompensated
Base Period (CLIN 4000)			
Base Surge (CLIN 4050)			
Option 1 (CLIN 4100)			
Option 1 Surge (CLIN 4150)	*to be completed at time of award		
Option 2 (CLIN 4200)			
Option 2 Surge (CLIN 4250)			
Option 3 (CLIN 4300)			
Option 3 Surge (CLIN 4350)			
Option 4 (CLIN 7000)			
Option 4 Surge (CLIN 7050)			

(b) Of the total man-hours of direct labor set forth above, it is estimated that _____ * _____ (Offeror to fill-in) man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately _____ * _____ hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to

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the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man-hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man-hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

$$\text{Fee Reduction} = \text{Fee} \frac{(\text{Required LOE} - \text{Expended LOE})}{\text{Required LOE}}$$

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man-hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man-hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man-hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main

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office” worksite. An alternative worksite means an employee’s residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee’s main office. The Government reserves the right to review the Contractor’s alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor’s election to implement an alternative worksite plan.

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man-hours up to five percent in excess of the total man-hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

PAYMENT OF FEE(S) (LEVEL OF EFFORT) (NAVSEA 1993)

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

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

(c) The fee(s) specified in SECTION B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of the special contract requirement entitled “LEVEL OF EFFORT”. If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all fee payments made to the contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

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

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort-e software computes, for the Government, separate cumulative cost and fee amounts. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the ALLOTMENT OF FUNDS" clause for each Labor CLIN.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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(a) In accordance with the clause of this contract entitled “ELECTRONIC SUBMISSION OF PAYMENT REQUESTS” (DFARS 252.232-7003), the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for government contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are “Getting Started for Vendors” and “WAWF Vendor Guide”.

(c) The designated CCR EB point of contact is responsible for activating the company’s CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company’s CAGE code on WAWF and follow the instructions for a group administrator. After the company is set-up on WAWF, any additional persons responsible for submitting invoices must self-register under the company’s CAGE code at <https://wawf.eb.mil>.

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

- Invoice (FFP Supply & Service)
- Invoice and Receiving Report Combo (FFP Supply)
- Invoice as 2-in-1 (FFP Service Only)
- Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)
- Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations

Issue DODAAC	N00178
Admin DODAAC	*
Pay Office DODAAC	*
Ship to DODAAC	*
LPO DODAAC	*
Inspection Location	Destination
Acceptance Location	Destination

Note: To be completed at time of award.

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

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(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on “Send More Email Notification” and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

Contract Specialist: mary.b.carter@navy.mil

Task Order Manager: (to be identified at time of award)

(f) The contractor shall submit invoices/cost vouchers for payment per contract terms and the government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the Dahlgren WAWF point of contact Sherry Moore at (540) 653-7499 or sherry.moore@navy.mil, or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that hours delivered will be counted against the hours in the Level of Effort clause in this section, Consent to Subcontract authority is retained by the Procuring Contracting Officer.

The following subcontractors are approved on this order:

(To be completed at time of award.)

SPECIAL INVOICE INSTRUCTIONS

In an effort to utilize funds prior to cancellation and to ensure that funds are expensed in accordance with expenditure benchmarks for the multiple programs funding the task order effort, the contractor shall coordinate invoicing of funds with the TOM/ATOM and the paying office shall disburse funds in accordance with the contractor’s invoice.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility related problem that prevents personnel from working, on-site contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival

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basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility related problem), on site contractors will continue working established work hours or take leave in accordance with parent company policy. Those contractors who take leave shall not direct charge the non-working hours to the task order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the task order period of performance and shall not follow any verbal directions to the contrary. A determination of cost allowability for time lost due to facility closure will be made in accordance with FAR, applicable Cost Accounting Standards, and the Contractor's established accounting policy.

TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

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

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

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

(i) travel at U.S. Military Installations where Government transportation is available.

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY REQUIREMENTS

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

Requirement 1 - Workforce Location – The contractor's facility where Key Personnel are located must be within a one hour average travel time of the appropriate Center for Surface Combat Systems location worldwide.

Requirement 2 - Facility Security Location - The offeror shall have a facility within one hour of the CSCS Headquarters, Dahlgren, VA with a SECRET security clearance or higher.

Requirement 3 - Key Personnel Security Clearances - All key personnel must be cleared to the SECRET level at the time of proposal submission. Non-key persons who require access to Center for Surface Combat facilities shall possess a SECRET level security clearance prior to charging to the contract (with the exception of CSCS Unit Great Lakes). Interim clearances are acceptable.

Requirement 4 – Organizational Conflict of Interest (OCI) Certification/Mitigation Plan - The Contractor shall certify compliance with the OCI clause or present an acceptable plan to neutralize any potential conflict of interest. The certification and/or mitigation plan shall cover all team members.

SPECIAL CONTRACT REQUIREMENTS, QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure the systematic quality assurance methods are used in the administration of the performance based service order. The intent is to ensure that the contractor performs in accordance with the performance metrics and the Government receives the quality of services called for in the order. A properly executed QASP will assist the Government in achieving the objectives of this procurement.

This Task Order provides Training Support Services across the CSCS Domain in accordance with Section C. The resulting performance based order will have cost plus fixed fee Labor CLINS, and cost only Other Direct Cost (ODC) CLINS. The order will be for a base year with four one-year options. A properly executed QASP will assist the Government in achieving the overall objectives of this procurement.

2. AUTHORITY

Authority for issuance of this QASP is provided under Contract Section E – Inspection and Acceptance, which provides for inspections and acceptance of the services and documentation called for in service contracts, to be executed by the Contracting Officer or a duly authorized representative.

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3. SCOPE

The QASP is put in place to provide Government *surveillance* oversight of the contractor's efforts to assure that they are timely, effective and are delivering the results specified in the order.

The contractor's performance on this task order will be evaluated by the Government as described below. The first evaluation will cover the first six-months of performance with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this task order. For the first six-month period and each subsequent twelve-month period, the Government will evaluate the contractor's performance. The evaluation will encompass all work performed by the contractor at any time during the six/twelve-month period but will not include cumulative information from prior reports. For each period, the Contractor will complete a self-assessment of the performance provided, to be delivered to the TOM and Contract Specialist NLT 60 days following the period being evaluated. The self-assessment shall cover all areas of the Government QASP. Based on the evaluation results, the Contracting Officer will assign an overall performance rating. If the Contracting Officer assigns an "Unsatisfactory" overall performance rating for the period evaluated, the next option period will not be exercised. As options are exercised, improved performance is required as demonstrated in Table 2.

4. GOVERNMENT RESOURCES AND RESPONSIBILITIES

The following Government resources shall have responsibility for the implementation of this QASP:

Contracting Officer – The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance. The PCO for this contract is identified in Section G.

Contract Specialist– An individual assigned by the PCO to assist in the daily administration of the contract. The Specialist also provides input to the PCO and the TOM as to the quality of performance for areas addressed in this QASP. The Contract Specialist for this contract is identified in Section G.

Task Order Manager –The TOM is responsible for technical administration of the contract and assures proper Government surveillance of the contractor's performance. The TOM is not empowered to make any contractual commitments or to authorize any changes on the Government's behalf. Any changes that the contractor deems may affect contract price, terms, or conditions shall be referred to the Contracting Officer for action.

Government Technical Point of Contact (TPOC) – The TOM designates an individual Government Technical Point of Contact to assist in administering specific projects under the contract. The Government TPOC is responsible for assisting in administering a specific project under the contract. A Government TPOC cannot, in any manner, alter the scope of the contract, make commitments or authorize any changes on the Government's behalf.

5. METHODS OF QA SURVEILLANCE

a. **QASP** - The below listed methods of surveillance shall be used by the TOM in the technical

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administration and the PCO/Contract Specialist in non-technical administration of this QASP. The QASP will be the prime determinant in exercising the option.

b. Contractor Performance Assessment Report System (CPARS) – The market place for training support services is very competitive. As such, the successful offeror has a vested interest in the Government generated CPARS under this contract. Additionally, an evaluation using the CPARS format will be performed at the end of each year of performance. This evaluation will be one determinant in exercising an option. The Government for this procurement will address the quality of product or service, schedule, cost control, business relations, management, and other important areas. As this information may affect future source selections throughout DoD, and the continuation of the order, the annual Government assessment will be used appropriately as an additional performance oversight and communication tool with the QASP.

6. DOCUMENTATION

In addition to providing annual reports to the Contracting Officer, the TOM will maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government’s performance of the quality assurance function. The TOM shall forward these records to the Contracting Officer at termination or completion of the order.

7. SURVEILLANCE

The tables below set forth the performance ratings, standards, outcome and surveillance methods to document the results of the surveillance on a annual basis as well as interim and informal reviews (i.e.IPRs) on a more frequent basis.

(a) Performance Ratings: The Government will evaluate the contractor’s performance of the Performance Work Statement (PWS) and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Satisfactory
- (3) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

TABLE 1: OVERALL PERFORMANCE RATINGS

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria in Tables 3, 5 and 6.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria in Tables 3, 5 and 6.

(b) Objectives / Determination:

1. Interim/Informal

Interim/informal performance evaluations will be provided to assess performance at each IPR.

2. Annual

The Contracting Officer will make a performance determination at the end of each evaluation period. The determination will be based upon TOM's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the TOM'S recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's performance determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor within 30 days of receipt of the contractor's self-assessment.

TABLE 2: OBJECTIVES

Assessment Period	Acceptable Performance Definition	How Measured	Outcome
Base:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	After the first six months using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of option 1.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 1.*
Option I:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option. 2.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option. 2.*
Option II:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 3.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 3.*

Option III:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6, with two or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	(+) Meet the acceptable performance definition as a condition for exercise of an option 4.* (-) Does not meet the acceptable performance definition as a condition for exercise of an option 4.*
Option IV:	Summary Task Performance rating of at least "Satisfactory" based on roll up of Tables 3, 5 and 6, with two or more areas rated "Excellent". See Below.	Annually using the QASP evaluation ratings; annually using the CPARS system covering the previous 12 months.	Final CPARS ratings.

* The Government will not exercise the next option year term unless the contractor meets the acceptable performance definition.

(c) Performance Evaluation Criteria. The contractor's performance will be evaluated using the criteria and standards provided for each objective, and identified in Tables 3, 5 and 6 of this contract clause. Based on this evaluation, each assessment period will be given an overall rating resulting from the rolled up objective. Each of the criteria in Tables 3, 5 and 6 must score a minimum of "Satisfactory" to receive and overall performance rating of "Satisfactory" in each assessment period. Additional ratings of "Excellent" are required in the last two option years as shown in the table above.

(d) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Determining Official, and the TOM. In some instances, a TPOC will be assigned to the contract or task order in addition to a TOM.

(e) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report.

TABLE 3: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERIA	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets a minimum of 90% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4	Work product meets 100% of the Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, Table 4
			Contractor provides highly qualified personnel.

Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per task order policy.	Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 4: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Task Area				
Work Area	Performance Objective	Performance Standard	Acceptable Quality Level (AQL)	Quality Surveillance Plan Typical Monitoring Methods
C.2, C.2.1, C.2.3, C.7, C.7.3 C.8.2 C.8.2.1	(a) Prepare, new training material related to the Combat System Training Program.	(a) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	(a) NAVEDTRA 130 and 131 (b) ILE standards (c) DOD Computer Aided Content Development Guidance and Policy Document (2) review/comment/approval cycles to meet acceptance. 90% completed by due date.	(a) Government oversight of review/comment/approval process.
C.2.2, C.2.3., C.8.1 C.8.2	(b) Prepare Training Material Modifications	(b) Documents are technically accurate and grammatically correct. Documents and revisions are delivered IAW agreed upon schedules	(b) NAVEDTRA 130 and 131 (b) ILE standards (c) DOD Computer Aided Content Development Guidance and Policy Document (2) review/comment/approval cycles to meet acceptance. 90% completed by due	(b) Government oversight of review/comment/approval process.

			date	
C.3, C.3.3, C.8.3	(c) Conduct Combat Systems Training Instruction.	(c) Instruction delivered will be technically accurate and have the required instructional techniques.	(c) Must be 85% or better on Government rating of instructional evaluations.	(c) Government oversight, instructional evaluations.
C.3, C.3.2	(d) Review applicable Surface Combat System Training content for Relevancy and accuracy	(d) Make recommendations based on expertise and applicable technical or tactical documents to required changes in training. Recommendation result in course change/revision documents.	(d) Require no more than two review/approval cycles 100% of review comments and required changes must meet established due date.	(d) Government oversight of review/comment/changes.
C.3.2, C.8.4	(e) Participate in technical Domain reviews and meetings	(e) Attend and participate in Technical Reviews and Meetings. Support government customer at such meetings, in order to coordinate course schedules.	(e) Attend and participate in 99% of scheduled meetings. Provide written notes/trip reports to include pertinent discussion topics and/or action items.	(e) Government review of written notes and/or trip reports
C.4	(f) Review training requirements definition, provide device integration recommendations, and participate in design training systems implementation.	(f) Training Requirements and device integration recommendations consistent with program guidance and objectives.	(f) Design and integration recommendations in white paper form. 90% completed by due date.	(f) Government oversight of design and integration review process.
C.6, C6.1	(g) Perform operational analysis/maintenance based on Training	(g) Provided with the proper tools, documentation and repair parts,	(g) Safely maintain all equipment and various combat systems, to ensure all	(g) Government oversight of maintenance efforts

	combat system design and site schedule.	demonstrate an understanding of all combat system equipment and designs, and be able to correct any discrepancies identified within 72 hours in order to meet the scheduled objectives.	training and readiness operations are completed with a minimum of 95% of scheduled objectives being achieved.	
C.6.2	(h) Perform Logistics Support for ATRC AN43	(h) Databases accurate, Parts request are tracked IAW agreed upon schedules	(h) Database entries and cost tracking should be 95% completed by due date.	(h) Government oversight of review/comment/approval process.
C6.3	(i) Perform Training Lab Configuration support. Provide baseline equipment status and, advanced baseline planning. Managing site change control process and equipment modifications.	(i) Databases are correct and current. Plans/layouts for future baselines available for customer review. Meeting minutes are current/ up to date.	(i). Database entries and equipment tracking should be 95% completed by due date.	(i) Government oversight of equipment installation and upgrade efforts
C.6.4	(j) Perform Tele-production maintenance of Close Circuit TV, Surveillance Network and Tele-production facility and video production activities as needed. Coordinate with AN4 as needed.	(j) Close Circuit TV, Surveillance Network and Tele-production facility is operationally executing missions, and video productions are technically accurate and operational.	(j). Systems operational, and implementable for programs. 100% completed by due date	(j) Government oversight of Tele-Production efforts.
C.7	(k) Participate in integration of training systems into various courses of instruction.	(k) System integration operationally executing	(k) Systems operational, and implementable for programs. 100%	(k) Government oversight of review/comment/approval process,

		missions, and operator ability to successfully perform course of instruction	completed by due date	timeliness and review of methods and procedures
C.7.1, C.7.2	(l) Perform operational analysis based on surface combat system design.	(l) Reviews surface combat system design technical artifacts in context of operationally executing missions, and operator ability to successfully perform required duties	(l) Participate in design reviews, make recommendations base on operational evaluations, document results in presentations and white papers. Reviews require no more than two (2) review/comment/ approval cycles, to meet acceptance. 90% include proposed corrective actions. 100% completed by due date	(l)Government oversight of review/comment/ approval process, timeliness and review of methods and procedures
C.7.1, C.7.2, C.7.3	(m) Develop new training devices and training unique equipment	(m) Devices accurate and integrate effectively into established course material	(m) Device operational, and implementable for programs. 100% completed by due date.	(m) Government review of device. Government review of execution and performance results.
C.8.5	(n) Participate in shipboard training events	(n). Instruction are up-to-date with changes to equipment, shipboard Tactics Techniques and procedures 100% completed by due date	(n) Must be 85% or better on Government rating of instructional evaluations	(n)Government oversight, test report

TABLE 5: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS (C.5)

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
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Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective and timely.

TABLE 6: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.
			Invoices are timely (no

Invoice Management	Invoices are generally late and/or contain errors. Differences between invoiced amounts and progress report expenditure are unexplained. Contractor does not respond to government questions in a timely manner.	Invoices are timely (no more than three weeks after the end date of the period being invoiced; are accurate with respect to both amounts and ACRNs/SLINs invoiced; and differences between progress report expenditures and invoiced costs are explained. Contractor responds to government questions in a timely manner.	more than two weeks after end date of period being invoiced) with respect to both prime and subcontractor costs; are accurate with respect to both ACRNs/SLINs invoiced; and all differences between progress report expenditures and invoiced costs are fully explained. Contractor is very proactive in responding to government questions and takes prompt action to resolve any issues. .
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KEY LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the PWS, the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause entitled Ddl-H11 CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

- (a) Experience – The desired experience for each Key Labor Category must be directly related to the tasks and programs listed in the PWS.
- (b) Professional Development - Professional development includes honors, degrees, publications, professional licenses and certifications and similar evidence of professional accomplishments that directly impact the offerors ability to perform the order. The years of experience listed below are in addition to appropriate professional development. It is incumbent upon the offeror to demonstrate that the proposed personnel have appropriate credentials to perform the work.
- (c) Accumulation Of Qualifying Experience - Categories of experience may be accumulated concurrently.

KEY PERSONNEL

A large workforce is required to support this order; however, only 47 full time equivalents are considered key personnel. This core group of experts must be maintained throughout the period of performance of the order. All key personnel must be approved in writing by the Contracting Officer as detailed in Section H.

KEY PERSONNEL - DESIRED QUALIFICATIONS

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Program Manager

Ten (10) years of Surface Combat Systems experience to include: design, engineering development, lifetime support maintenance and tactical training through various Surface Combat System configurations. Of the ten (10) years, seven (7) years Project Management experience with the Surface Combat Training Systems, including responsibility for directing a multi-disciplined team of technical experts to produce a product within cost, schedule and time constraints.

Management Support Specialist

Three (3) years experience in life cycle or program management support, including Surface Combat Systems engineering and process knowledge, training plan development, and financial planning. Of the three (3) years, one (1) year experience in a training environment, or primary training responsibility in a non-training environment, to include developing and conducting training.

USN Training Manager

Seven (7) years experience in Surface Combat Systems training management including responsibility for directing a multi-disciplined team of training experts. Of the seven (7) years, five (5) years experience must be in developing group-paced instructional materials and guidelines, advising Subject Matter Experts (SMEs) on development procedures and formatting and evaluating curricula documents and instructional delivery procedures.

Instructor Leader

Five (5) years relevant experience with Surface Combat Systems as a maintenance technician, instructor, or operator with responsibility for teaching the system to others to include, five (5) years relevant experience as an instructor in a Naval Training Environment, to include planning, analysis, writing learning objectives, preparing test items, evaluating instructional materials and the results of instruction. In addition, demonstrated performance in identifying student academic performance trends and student academic counseling.

Instructor Tier III

Seven (7) years experience with Surface Combat Systems as either a maintenance technician manager or operator manager with responsibility for teaching the applicable system or function task to others at a master level training environment, which includes, a minimum one (1) year experience as an instructor in a Navy Training Environment, to include curriculum maintenance, writing learning objectives, preparing test items, evaluating instructional materials and the results of instruction and counseling students on academic learning problems.

Instructor Tier II

Five (5) years experience with the Surface Combat Systems as either a maintenance technician supervisor or operator supervisor with responsibility for teaching the applicable system or function task to others at a journeyman level training environment, which includes, a minimum one (1) year experience as an instructor in a Navy Training Environment, to include curriculum maintenance, writing learning objectives, preparing test items, evaluating instructional materials and the results of instruction and counseling students on academic learning problems.

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Instructor Tier I

Three (3) years experience with the Surface Combat Systems as either a maintenance technician or operator with responsibility for teaching the applicable system or function task to others at an apprentice level training environment, which includes, a minimum of one (1) year experience as an instructor in a Navy Training Environment, to include curriculum maintenance, writing learning objectives, preparing test items evaluating instructional materials and the results of instruction and counseling students on academic learning problems.

Curricula Development Leader

Five (5) years experience developing group-paced instructional materials for the Combat System in accordance with Navy curriculum development standards and guidelines, advising Subject Matter Experts (SMEs) on development procedures and formatting and evaluating curricula documents and instructional delivery procedures.

Senior Engineer

Eight (8) years of Surface Combat Systems experience in: design, operations, engineering development, systems integration, lifetime support maintenance, or training development with various Surface Combat Systems

Logistics Leader

Eight (8) years Surface Combat Systems engineering experience including development, activation, lifetime support maintenance, configuration management and tactical training. Of the eight (8) years, six (6) years supervisory experience with Technical Engineering personnel of increasingly complex and technical nature.

Senior Maintenance Technician

Six (6) years Surface Combat Systems engineering experience including development, activation, lifetime support maintenance, configuration management and tactical training. Of the six (6) years, four (4) years supervisory experience with Technical Engineering personnel of increasingly complex and technical nature.

CAST Development Leader

Seven (7) years experience with the Surface Combat System to include system operation, test, evaluation, configuration management, lifetime support maintenance and tactical training. Of the seven (7) years, five (5) years of the above experience shall be with the Surface Combat Training System and must include CAST lesson development, test, evaluation and maintenance, advising Subject Matter Experts (SMEs) on development procedures, formatting and configuration management, as well as three (3) years experience developing self and group-paced instructional materials for Surface Combat Systems, submode operator training in accordance with Navy curriculum development standards and guidelines, advising Subject Matter Experts (SMEs) on instructional delivery procedures.

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International Programs Program Manager

Five (5) years Foreign Military Sales (FMS) experience with emphasis in financial forecasting, contract planning or administration, life cycle support, project leadership or program management in addition to five (5) years experience in a Naval Training environment.

International Programs Training Manager

Eight (8) years Surface Combat System training experience in operations or maintenance. Of the eight (8) years, three (3) years FMS experience with emphasis in financial planning, life cycle training plans, computer program development processes, project leadership and program management.

International Programs Instructor

Five (5) years experience with Surface Combat Systems as either a maintenance technician or tactical operator with responsibility for teaching the employment and maintenance of FMS procured systems to others. Of the five (5) years, one (1) years experience as instructor in a Naval Training Environment, both ashore and afloat, to include writing learning objectives, preparing test items, evaluating instructional materials and the results of instruction.

International Program Shipboard Training Manager

Eight (8) years Surface Combat System training experience in operations or maintenance. Of the eight (8) years, three (3) years FMS experience with an emphasis on financial planning, global Maritime operational and Fleet Synthetic Training requirements at the Unit level.

Ddl-H11 CHANGES IN KEY PERSONNEL

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the first 90 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
 - (2) A complete resume of the proposed substitute;
 - (3) The hourly rates of the incumbent and the proposed substitute;
 - (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and

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(5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

(d) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.

(e) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Ddl-H13 POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional and/or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) It is desired that resumes be submitted in the format required below. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) If the employee is not a current employee of the contractor (or a subcontractor), a copy of the accepted offer letter (which identifies a projected start date and the agreed to annual salary) shall be provided.

RESUME FORMAT AND CONTENT REQUIREMENTS

All resumes submitted under this order shall include, as a minimum, the following information:

- (a) Complete Name
- (b) Task Order Labor Category & Contractor Labor Category
- (c) Percentage of Time to be Allocated to this Effort
- (d) Current Work Location & Proposed Work Location
- (e) Current Security Clearance Level (identify Interim or Final)
- (f) Years of Professional Experience
- (g) Educational History / Professional Development
- (h) Chronology of Work History/ Professional Experience

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder shall be subject to written technical instructions issued

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electronically by the Contract Specialist on behalf of the Contracting Officer. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual PWS.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the order. Technical instructions may not be used to: (1) assign additional work under the order; (2) direct a change as defined in the "CHANGES" clause of the basic contract; (3) increase or decrease the estimated order amount (including fee), as applicable, the level of effort, or the time required for task order performance; or (4) change any of the terms, conditions or specifications of the order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the order or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this order.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2(e)(2) Alternate I, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) The results of negotiations to incorporate rate caps no higher than the lower of (i) Seaport-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a Seaport-e prime, (ii) rate caps that are no higher than the subcontractor's prime Seaport-e contract.

(2) Impact on subcontracting goals, and

(3) Impact on providing the support at the contracted value.

SAVINGS INITIATIVES

The following cost savings initiatives are required under this Task Order.

Annual Labor Escalation: (to be identified at time of award).

Maximum Pass-Thru Rate: (to be identified at time of award)

Fixed Fee: (to be identified at time of award).

Other: (to be identified at time of award).

The above maximum rates are applicable to the prime contractor. If subcontracting is proposed, the

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prime contractor is strongly encouraged to restrict subcontractor fixed fee to the lower of (a) the prime contractor's fee under this order or (b) the subcontractor's SeaPort-e fixed fee rate where the subcontractor is also a prime contractor under SeaPort-e. The purpose of this is the Government's desire to avoid having it be more financially lucrative for a firm to be a subcontractor rather than a prime contractor under SeaPort-e. The Government strongly encourages the prime contractor to also implement this under Time and Materials subcontracts. Subcontractors may not earn fee on ODC's.

The Government also strongly encourages the prime contractor to eliminate "double pass-thru" costs by (1) avoiding second tier subcontractors/consultants during performance and (2) where this situation is unavoidable, limiting subcontractor pass-thru costs to the lower of (i) the prime contractor's pass-thru rate under this order or (ii) the subcontractor's SeaPort-e pass-thru rate where the subcontractor is also a prime contractor under SeaPort-e.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.224-1 Privacy Act Notification (APR 1984)

52-224-2 Privacy Act (APR 1984)

252.225-7027 Restriction on Contingent Fees for Foreign Military Sales (MAR 1998)

...(b)(1) For sales to the Governments of Japan, Spain, South Korea, Norway, Singapore, Saudi Arabia, and Australian Foreign Military Sales, contingent fees in any amount...

252.225-7028 Exclusionary Policies and Practices of Foreign Governments (DEC 1991)

252.227-7020 Rights in Special Works (JUN 1995)

252.227-7038 Patent Rights – Ownership by the Contractor (Large Business) Alt 1 & Alt II (DEC 2007)

252.239-7001 Information Assurance Contractor Training and Certification (JAN 2008)

CLAUSES INCORPORATED BY FULL TEXT:

52.217-9 OPTION OF EXTEND THE TERMS OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (MAR 2000)

(a) The Government may extend the term of this contract by written notice(s) to the Contractor within the periods specified below. If more than one option exists, each option is independent of any other option, and the Government has the right to unilaterally exercise any such option whether or not it has exercised other options.

Item	Latest Option Exercise Date
4050	08/31/2011
4100	08/31/2012
4150	08/31/2012
4200	08/31/2013
4250	08/31/2013
4300	08/31/2014
4350	08/31/2014
6050	08/31/2011
6100	08/31/2012

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6150 08/31/2012
6200 08/31/2013
6250 08/31/2013
6300 08/31/2014
6350 08/31/2014
7000 08/31/2015
7050 08/31/2015
9000 08/31/2015
9050 08/31/2015

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any option(s) under this clause, shall not exceed five (5) years, however, in accordance with paragraph (g) of the requirement of this contract entitled "LEVEL OF EFFORT" (NAVSEA 5252.216-9122), if the total manhours delineated in paragraph (a) of the LEVEL OF EFFORT requirement, have not been expended within the period specified above, the Government may require the Contractor to continue to perform the work until the total number of manhours specified in paragraph (a) of the aforementioned requirement have been expended.

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SECTION J LIST OF ATTACHMENTS

Exhibit A - Contract Data Requirements List (CDRL)

Attachment J.1 - Government Furnished Property

Attachment J.2 - DD 254 - Secret

Attachment J.3 - Cost Summary Format

Attachment J.4 - Supporting Cost Data

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Offerors are not required to submit representation or certifications in response to this solicitation or its subsequent Task Order award, if any. All requests for representation or rerepresentation shall come from the MAC Contracting Officer in accordance with the terms of the basic contract.

The Ordering Officer will consider quoter's size/socioeconomic status as defined within the SeaPort-e portal at the following web address:

<https://auction.seaport.navy.mil/Bid/PPContractListing.aspx>

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TYPE OF ORDER (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF), Term type, Task Order. The resultant order will have a Base Period of twelve (12) months, plus options, for a total of sixty (60) months, if all options are exercised. See Section F, Deliveries or Performance.

HQ L-2-0005 NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to AEGIS Weapon system (all variants), Ballistic Missile Defense (BMD), Ship Self Defense System (SSDS MK I, II, III), Naval Anti-Submarine Warfare System (AN/SQQ-89), Tactical Tomahawk Weapons Control System (TTWCS), Gun Weapons System (MK 34 GWS), Multi-Mission Surface Combat Destroyer (DDG 1000), Littoral Combat Ship (LCS), and Total Ship Training System (TSTS). General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

(b) If a potential conflict of interest exists at any tier, each potential prime offeror is requested to notify the Contracting Officer within 14 days of the date of this solicitation. The Offeror shall provide: (1) the contract number and name and phone number of the Contracting Officer for the contract which gives rise to a potential organizational conflict of interest; (2) a copy of the requirement; (3) the statement of work (or technical instruction) from the existing contract; (4) a brief description of the type of work to be performed by each subcontractor under the competitive procurement; and (5) any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists. The Government may independently verify the information received from the offeror. Notwithstanding the above, the Government reserves the right to determine whether a conflict of interest exists based on any information received from any source.

(c) The Government will notify an offeror of any conflict of interest within 14 days of receipt of all required information. Those offerors deemed to have a conflict of interest may be ineligible for award. Failure to provide the information in a timely manner does not waive the Government's rights to make a conflict of interest determination. The offeror is notified that if it expends time and money on proposal preparation, such expenditure is at its own risk that the Government will not determine that an organizational conflict of interest exists.

(d) Any potential prime contractor which proposes a subcontractor later determined to have a conflict of interest and deemed ineligible to participate in the current competition, may not be granted the opportunity to revise its proposal to remove the ineligible subcontractor. The Government reserves the right to determine which offerors remain in the competitive range through the normal source selection process.

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(e) If the offeror determines that a potential organizational conflict of interest does not exist at any tier, the offeror shall include a statement to that effect in its response to this solicitation.

NOTE – OCI Certification/Mitigation Plan is one of the Mandatory Requirement in Section H.

52.215-1 INSTRUCTIONS TO OFFERORS – COMPETITIVE ACQUISITION (MAY 2001)

This clause is incorporated by reference with the following exception:

In lieu of (f) Contract Award, the following applies to this order.

(f) Task Order Award

(1) The Government intends to award a Task Order resulting from this solicitation to the responsible offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in Section M of the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, TASK ORDER PROCESS, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 15.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(8) A cost realism analysis will be performed, and will be considered in evaluating performance or schedule risk.

(9) Task Order award shall be made in accordance with clause H-5, TASK ORDER PROCESS.

ADDITIONAL INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

1.0 GENERAL

1.1 QUESTIONS

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the

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Performance Work Statement (PWS) and other solicitation documents attached hereto or incorporated by reference. All questions should be submitted via the SEAPORT-e Portal within sixteen (16) calendar days after issuance of this solicitation.

1.2 START DATE FOR USE IN COST PROPOSAL

In order to allow for procurement lead time and a fair and equal evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a contract start date of **1 September 2010**. This date is only an estimate of the anticipated contract start date and will be used for the purpose of proposal evaluation only. A definitive start date will be incorporated into the Task Order award document.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

(1) Proposals must be submitted electronically via the SEAPORT-e Portal. Offerors (prime, subs and consultants) must comply with the instructions for content of the proposals; proposals that do not comply may be considered non-responsive and may render the Offeror ineligible for award. Proposals shall be limited to the submissions requested.

(2) In order to maximize efficiency and minimize the time for proposal evaluation, it is required that offerors submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if an evaluator prints the proposal, it meets the following format requirements:

- Submissions shall be clearly legible and on 8.5 X 11 inch paper.
- All files shall be compatible with Microsoft Office Suite.
- Adobe (.pdf) files are allowable for documents containing original signatures.
- Cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension “.xls”.
- All spreadsheets provided SHALL INCLUDE ALL CALCULATIONS IN THE CELLS (i.e. show formulas) REVIEWERS MUST BE ABLE TO RECOGNIZE WHAT CELLS ARE INVOLVED IN CALCULATING RESULTS.
- The spreadsheets (landscape), shall be formatted for printing such that all data is in a type size no smaller than 9 characters per inch.

3.0 PROPOSAL SECTIONS AND DETAILED INSTRUCTIONS FOR EACH SECTION

3.1 OFFER

The completion and submission to the Government of an offer shall indicate the offeror's unconditional agreement to the terms and conditions in this solicitation. All pages of the Written Proposal and Cost Proposal shall be numbered and a Table of Contents provided for each. The offer consists of and must include the following:

3.1.1 Cover Letter

The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and shall acknowledge that it transmits an offer in response to the solicitation. It shall state proposal validity through **01 September 2010**.

3.2 ORAL PRESENTATION

3.2.1 DETAILED INSTRUCTIONS FOR ORAL PRESENTATION

(1) Offerors whose written materials (Section H mandatory requirements, oral presentation slides and

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technical proposal) clearly show that the offeror does not stand a reasonable chance of award will not be invited to make an Oral Presentation.

(2) Offerors shall make an unclassified oral presentation to demonstrate their technical and management understanding and capability for this requirement. The presentation shall be followed by a question and answer session. Neither the oral presentation nor the question and answer session will constitute discussions, nor will they obligate the Government to conduct discussions. The following paragraphs provide the rules/requirements for the oral presentation.

(3) Slides - The offeror shall make the oral presentation from electronic media (i.e. Microsoft Power Point). Slides used during the actual presentation shall be the same slides submitted with the offer.

3.2.2 GENERAL PRESENTATION REQUIREMENTS

(1) The presentation must be specific, detailed, and complete. The offeror shall clearly demonstrate that he has a thorough comprehension of the Government's requirement, has the technical capability and competence to fully perform the requirements described in the PWS and has the management resources and expertise to successfully carry out a contract of this type. This shall be demonstrated by the offeror's responses to the topic areas identified in the PWS and the **technical scenario identified in subparagraph 3.2.5(2)**. Previously submitted data or prior experience presumed to be known to the Government (e.g., previous contracts performed for the Government) should not be relied upon by the offeror.

(2) The overall quality of the presentation will be evaluated in the context of being representative of the offeror's capabilities. Superfluous material or material which is not directly related to the areas identified in the PWS and the technical scenario below should not be included. Written textual material intended to supplement the presentation should not be included and will not be evaluated. General statements such as "the offeror understands", "will comply with the PWS", "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the PWS are considered inadequate. The presentation must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

3.2.3 SCHEDULING ORAL PRESENTATIONS

(1) To assist the Government in scheduling evaluators' time as well as presentation facilities, offerors that intend to submit a proposal as a prime (and make an Oral Presentation) are requested to submit a written non-binding notice of intent to the Contract Specialist, by e-mail, at mary.b.carter@navy.mil not later than **4 March 2010**. An information copy shall also be sent to the Contracting Officer at linda.kline@navy.mil

(2) Oral Presentations are currently planned to begin **29 March 2010**. The order of presentation will be determined by random drawing by the Contracting Officer. The Government plans to notify offerors of the date, time and location of the Oral Presentation by **26 March 2010**. The Government reserves the right to reschedule the offeror's Oral Presentation at the discretion of the Contracting Officer. The offeror must make the Oral Presentation on the date scheduled in order to be considered for award.

(3) The Oral Presentation shall not exceed three (3) hours in length. Breaks (2 breaks of 15 minutes each) will be allowed, as shown below. The breaks will not be included in the limitation for the Oral Presentation. The presentation will be followed by an approximate 1.5 hour break and then a question and answer session. The oral presentation will be made in the Government's facility. The offeror shall be responsible for furnishing all equipment (except the screen) for making the presentation. The presentation schedule will be included in the date notification given the offeror. The presentation schedule is anticipated to be similar to the one shown below:

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- 0800 Presentation room opens
- 0830 Presentation begins
 - 2 breaks, each fifteen minutes, called by presenter
- 1200 Presentation ends, break begins
- 1330 Question and answer period begins

3.2.4 RULES FOR THE ORAL PRESENTATION

- (1) The 3-hour time limit for the Oral Presentation will be strictly enforced. The starting times and length of the break(s) are adjustable. The offeror is responsible for keeping track of the remaining time.
- (2) There is no limit to the number of slides in the Oral Presentation; however, **only those slides presented will be considered for evaluation purposes. Any slides not presented will be discarded and not evaluated.** Neither the Government nor the offeror will videotape or use audio or video recording devices of any kind.
- (3) Offerors are limited to the use of pre-prepared slides only as the slides submitted must be the same ones presented. The slides shall be consecutively numbered.
- (4) Presenters shall be Key Personnel whose resumes are included in the written Technical Proposal and shall include the proposed Task Order Program Manager. The offeror is encouraged to have proposed subcontractor personnel participate, if applicable. It is, however, expected that the proportion of the technical understanding portion of the oral presentation delivered by subcontractor/consultant personnel will be roughly the same as the proportion of the effort proposed/priced for that subcontractor. The proposed Task Order Program Manager shall deliver a portion of the presentation. The same presenters shall be present for the Question and Answer session and shall address questions directed to them. In addition to the presenters, offerors may also have no more than one additional person attend as an observer. A list of presenters and observer's names (to include corporate affiliation and title) shall be provided with submission of the proposal. If any last minute substitutions are necessary, an updated list of presenters shall be provided to the Government prior to the start of the presentation. No substitutions (of presenters or observers) will be allowed between the oral presentation and the Q&A session. Offerors are solely responsible for submitting Visit Requests upon notification of the presentation schedule, a point of contact will be provided.
- (5) The presentation shall not address cost or fee. Information submitted as part of the written portion of the proposal need not be repeated in the presentation with the **exception of Mandatory Requirements.**
- (6) The Government will not ask questions during the 3 hour Oral Presentation; however, questions may be asked during the question and answer session.
- (7) The Government will not inform offerors of their strengths, deficiencies or weaknesses during the presentation.
- (8) An invitation to make an oral presentation does not constitute a determination that the offeror has been determined to be in the Competitive Range.

3.2.5 ORGANIZATION AND MINIMUM CONTENT OF THE ORAL PRESENTATION

In order to facilitate evaluation, it is desired that the Oral Presentation be structured into the following components.

- (1) **Mandatory Requirements** The offeror shall demonstrate how it meets the mandatory requirements.

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(2) Technical Understanding/Capability/Approach The offeror shall demonstrate his understanding of the PWS, as well as his technical approach and capability to accomplish tasking under the PWS by addressing the below scenario and the PWS.

SCENARIO.

a. **SCENARIO Background** – The Center for Surface Combat Systems (CSCS) mission is to prepare and qualify officers and sailors to correctly maintain, operate, and if necessary, fight our surface ships while conducting sustained combat operations at sea. A professional cadre of contract instructors and contract support staff integrated with active duty and government service instructors/staff personnel has proven to be a highly effective approach to the delivery of quality training. CSCS is chartered to manage and deliver apprentice, journeyman and master level enlisted training for all combat systems ratings in addition to certain tactical training for officers.

In addition, CSCS is chartered to provide key components of the Surface Warfare Officer training pipeline for Air Warfare (AW), BMD, ASW and Strike mission areas.

In addition to the execution of near term training objectives and representation of the war fighter in the design process, CSCS is also responsible for long-term planning and coordination with NAVSEA/NAVAIR/SPAWAR and their respective Warfare sponsors with respect to the development of training curricula, materials, equipment and instructors.

b. Over the next five years, CSCS will be faced with a number of major issues which include:

- Continued proliferation of new combat systems equipment through both new construction and modernization programs requiring implementation and execution of new training solutions without corresponding reductions in legacy training requirements.
- Introduction of new platforms to the fleet such as Littoral Combat Ship, DDG 1000, CA(X), CVN 78 etc.
- Continued implementation of training process changes such as the train to qualify/train to certify concept and potential application of that process to legacy surface ships.
- Refinement of operation and maintenance philosophies for COTS processors and an Open/Objective Architecture based upon Common Processing System (CPS) and Common Display System (CDS). CSCS must clearly understand the associated training requirements, and plan and execute the associated training strategy.
- Execution of near term USN training requirements. Given fleet introduction and fleet modernization schedules, CSCS must evolve existing curricula, training suites and staffs to meet student throughput requirements.
- Execution of near term and future FMS training requirements. CSCS must continue to integrate students from the Japanese Maritime Defense Force, the Spanish, Norwegian, Australian and South Korean Navy, and other potential international partners into courses of instruction at the CSCS. In addition, coordination and liaison with the Navy Education and Training Security Assistance Field Activity (NETSAFA) for traditional CSCS course convening's at multiple sites.
- With increasing emphasis on interoperability, Navy Integrated Air and Missile Defense, land attack, anti-submarine warfare and surface warfare, CSCS must anticipate introduction of

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evolving war fighting capability, work with fleet to assist in training requirement definition and develop training strategies to best meet the needs of the fleet.

c. Offerors shall present their approach to managing their efforts over the initial 18 months of performance such that these and other issues affecting CSCS are comprehensively addressed across all areas of the PWS.

This presentation shall address:

- The offerors understanding of the issues that affect CSCS;
- The proposed technical efforts across the PWS, their direct application to these issues, and their inter-relationships and geographic location of execution;
- The proposed approach to maintaining a pool of qualified on-call instructors for the purpose of meeting requirements during peak student throughput periods for the following Weapons Systems: Aegis Weapon system (all variants), Ballistic Missile Defense (BMD) SSDS Mk 2 Mod I/II/III and planned OA upgrades, Naval Anti-Submarine Warfare System (AN/SQQ-89 all variants, and planned upgrades), Tactical Tomahawk Weapon System (TTWCS), Ma 34 GWS all variants, Multi-Mission Surface Combat Destroyer (DDG 1000) Littoral Combat Ship (CS) and Total Ship Training System (TITS);

The major milestones, reviews, and other meetings associated with these issues including objectives, offerors participation, and proposed products;

- The offerors role in addressing these issues including the assignment of staff and delivery of products;
- The proposed management and technical efforts associated with the coordination of contractor efforts to ensure effective communications and utilization of resources across the contractor team; and
- The proposed management and technical efforts related to the coordination of these efforts with CSCS technical and management staffs to ensure efforts are comprehensively planned, effectively executed, and adequately monitored.

PWS

In addition to addressing the above scenario, the Offeror shall address their approach to supporting all areas described in the PWS.

(3) Staffing The offeror shall provide a matrix demonstrating how the proposed personnel shall support areas described in the PWS with their workyear allocation. The Offeror shall propose a cost effective, integrated approach to staffing this requirement. The following information shall be graphically displayed:

Proposed individual's name
Proposed Contract Labor Category
Employer, Company Labor category & current work location
Percent Available under resultant task order
Security Clearance Level
Professional Development/Degree(s)/Certificates

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Years of Experience by Contract Labor Category

Section(s) of the PWS proposed to support, including primary work location.

Sections(s) of the PWS in which named individual possess experience.

Key person on another contract? (Yes or no) If yes, provide the contract Number(s) and the percentage of time obligated under each contract.

Indicate if the individual is a Key Person/Resume submitted

Resume Page Number

Note 1: In the event that a Contractor has not identified a firm candidate for proposed positions, said positions shall be addressed by including the word, "Pending" in lieu of an individual's name.

Note 2: A copy of a signed offer letter indicating acceptance by the individual shall be provided in the written proposal for each contingent hire.

Note 3: Contractors submitting a proposal under subject solicitation should attempt to minimize the number of proposed labor category personnel positions for which candidates have not been identified in the base period. From a U.S. Government proposal evaluation perspective, proposal risk in terms of "Technical Capability" and "Cost Realism" would be expected to increase when firm candidates have not been identified for proposed labor category personnel positions, when signed offer letters have not been provided for contingent hires and when the names in the staffing matrix do not match the names in the cost proposal.

(4) Management Capability The offeror shall demonstrate their management capability in the following areas.

a. Management Plan

This element is intended to address items such as the following: Overall management approach, goals and objectives, organizational structure, and the location and visibility of this effort within the offeror's corporate organization, corporate resources to be applied to this requirement, liaison with the TOM/TA/Contracting Office. Since multiple work sites will be used, the offeror shall explain how the work is integrated and managed. Provide an organization chart and show the location of each person proposed. Separately describe the specific planned responsibilities (both technical and management (if applicable)) for each proposed Key Person. This is intended to consist of more than functional job titles.

b. Start-Up Plan

Since this is a follow-on services contract, transition is considered very important. Of specific interest are the areas of personnel and work product quality. Offerors should describe their intended mode of establishing management and project staffs, creating interfaces for technical and contract administration and taking responsibility for support of current programs without discontinuity of work flow or loss of integrity of the program's current operation. Offers should also identify any services, support or other items that will be required from the Government to facilitate the transition. The Start-Up plan shall be consistent with the offeror's technical presentation and cost proposal, as well as the facilities and personnel staffing portions of the proposal.

c. Quality, Delivery, and Cost - Control, Tracking, and Reporting

The offeror shall present its internal control procedures for controlling the quality and timeliness of contract services and deliverables, including those prepared by subcontractors/consultants. This includes the process

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for generating accurate and timely progress reports, invoices and semi-annual IPRs. The offeror shall explain its cost control, tracking, and reporting system and how it will be used to minimize direct costs and control indirect costs. In addition, the overall effectiveness of these procedures will be judged by the quality of both the technical and cost proposals in terms of form (spelling, grammar, etc.) and responsiveness to solicitation requirements.

d. Personnel Recruitment/Retention/Skills Improvement

The offeror shall discuss the steps and practices it uses to locate, train, and retain highly qualified personnel. The offeror shall present its personnel augmentation plan, which will respond to work load fluctuations, and replacement of key and non-key personnel. The contractor shall describe the number, location, and function of their indirect charge support personnel. If support personnel are proposed for direct charge, the function of these personnel will also be discussed. The offeror shall discuss its history of recruitment and retention and relate its current personnel practices to the success or failure of their past personnel practices. The offeror shall discuss its security procedures and how it will provide adequate numbers of cleared personnel to perform the contract.

e. Subcontracting & Resources

If subcontracting or teaming is proposed, the offeror shall state the specific portions of the PWS that each subcontractor or team member will perform. The offeror shall address the reason(s) for selecting each subcontractor/team member and any previous working relationships. Also address how the subcontracting proposed for this Task Order compares with the subcontracting requirements in the offeror’s SeaPort-e contract. The offeror shall describe the buildings (including security classification), equipment, software, and communications facilities that will be applied to the contract and describe how these resources support the PWS.

4.0 REQUIREMENTS FOR WRITTEN TECHNICAL PROPOSAL

The written technical proposal shall consist of the following items:

4.1 CONTRACT MANDATORY REQUIREMENTS

The contractor shall address his ability to meet (or plans for meeting at time of award) each of the contract mandatory requirements as discussed in Section H, Contract Mandatory Requirements.

4.2 KEY PERSONNEL

The offeror shall demonstrate their workforce / staffing capability in the following areas: Resumes shall be provided for Key Personnel that best demonstrate the offeror’s ability for successfully meeting the requirements of this Task Order. In order to facilitate proposal evaluation, resumes shall be submitted with the level of detail described in Section H. Resumes for the following number of Full-Time Equivalents (FTE) are required. If an individual is proposed less than the identified FTE noted below, additional resume(s) are required to meet the following FTE requirements. The individual proposed to be the Program Manager shall be clearly identified. Offerors shall not exceed the number of FTE resumes shown below.

CONTRACT LABOR CATEGORY	FTEs
Program Manager	1
Management Support Specialist	1
USN Training Manager	1

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Instructor Leader	7
Instructor Tier 1	6
Instructor Tier II	4
Instructor Tier III	10
Curricula Development Leader	1
Sr. Engineer	4
Logistics Leader	1
Sr Maintenance Tech	3
Cast Development Leader	1
IP Program Manager	1
IP Instructor	4
IP Training Manager	1
IP Shipboard Training Manager	1
TOTAL	47

4.3 SUBCONTRACTING/TEAMING/CONSULTING

A copy of any subcontracting/teaming/consulting agreements proposed to fulfill any direct charged part of the contract shall be provided. It shall be signed by both the Offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (key/non-key/support) to be provided, type of contract arrangement (FFP, CPFF, etc.) and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal. If subcontractors/consultants/advisors are not included in the cost proposal they should not be referenced in any part of the proposal, including the oral presentation.

4.4 PAST PERFORMANCE

Offerors shall provide past performance references for the prime contractor that reflects recent relevant experience performed within the last three years, and one past performance reference for each subcontractor that reflects recent relevant experience performed within the last three years. Include the following items:

- Contract / Task Order number
- Contract type
- Program name
- Total contract value
- Brief description of work performed and how the work is relevant to this task. Bullet format is preferred for this information.
- Valid names and telephone numbers and e-mails for the Procuring Contracting Officer (PCO) and Contracting Officer's Representative (COR).

The Government may also use other information such as Award Fee data and CPARS/PPIRS data available from Government sources to evaluate an offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

4.5 SUBCONTRACTING GOALS

Subcontracting Goals. Offerors shall address how the goals entered into the portal for this task order align

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with the goals in your basic contract.

5.0 WRITTEN COST PROPOSAL REQUIREMENTS

No technical information should be submitted as part of the Cost Proposal. THE REQUIREMENTS OF THIS SECTION APPLY EQUALLY TO THE OFFEROR AND ANY PROPOSED SUBCONTRACTORS REGARDLESS OF SUBCONTRACT TYPE. The cost data shall be organized as follows. All pages shall be numbered and a table of contents provided.

5.1 COST SUMMARY

Provide cost summary information in the format of RFP Attachment J.4, Cost Summary Format. The cost proposal shall contain spreadsheets in Microsoft Excel software, with all file names with the file extension “.xls”; spreadsheets provided shall include all calculations in the cells; when printed, the cost proposal shall be divided such that the type size is no smaller than 9 characters per inch; and the proposal shall reflect whole dollars only. The surge options are a simple calculation and detailed information is not required. Apply a 10% factor to Estimated Cost, Fee, Total Estimated Cost Plus Fixed Fee, LOE and ODC's.

5.2 DIRECT LABOR

The Table provided below provides the estimated composition of the annual FTEs by labor category for bidding purposes - US (60%) and IP (40%).

	Base	Option 1	Option 2	Option 3	Option 4	TOTAL
CONTRACT LABOR CATEGORY	FTEs*	FTEs*	FTEs*	FTEs*	FTEs*	FTEs*
Program Manager	1	1	1	1	1	5
Management Support Spec.	1	1	1	1	1	5
USN Training Manager	1	1	1	1	1	5
Instructor Leader	7	8	8	9	9	41
Instructor Tier I	67	67	67	67	67	335
Instructor Tier II	105	105	105	105	105	525
Instructor Tier III	41	41	41	41	41	205
Curricula Developer Leader	2	2	2	2	2	10
Sr. Engineer	11	11	11	11	11	55
Logistics Leader	1	1	1	1	1	5
Sr. Maintenance Tech	3	3	3	3	3	15
CAST Developer - Leader	1	1	1	1	1	5
IP Program Manager	1	1	1	1	1	5
IP Instructor	53	53	54	54	54	268
IP Training Manager	1	1	1	1	1	5
IP Shipboard Training Manager	1	1	1	1	1	5
Logistics Technician**	1	1	1	1	1	5
Config. Mgmt Supp. Spec.**	1	1	1	1	1	5
Site Television Tech**	1	1	1	1	1	5
Curricula Developer**	2	2	2	2	2	10
Graphics Artist**	4	4	4	4	4	20
LSO Analyst**	7	7	7	7	7	35
Maintenance Tech**	13	13	13	13	13	65

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Cast Developer**	4	4	4	4	4	20
USN Training Product Mgr**	1	1	1	1	1	5
USN Training Product Dev Spec**	2	2	2	2	2	10
IP Instructor Leader**	3	3	3	3	3	15
Operations Planning Rep**	1	1	1	1	1	5
Electronic Classroom Tech**	3	3	3	3	3	15
IP Instructional Systems Developer**	1	1	1	1	1	5
Financial & Management Support***	***	***	***	***	***	***
Total FTEs	341	342	343	344	344	1714
Optional Labor Surge (10%)	34	34	34	34	34	170
Total FTEs with Option Surge	375	376	377	378	378	1884

* FTEs represent manpower needed to accommodate peak student throughput periods.

**Non-Key Technical Labor Category as described in note 5.2.1. Note (2) below.

***Add applicable financial and administrative support as addressed below in note 5.2.1. Note (3).

For purposes of pricing, the FTEs listed above must be converted to manhours as detailed below.

5.2.1 Direct Labor Notes

(1) To aid understanding of the staffing of key and non-key labor by location, the following information is provided:

BASE PERIOD	FTE	FTE	Total
STAFFING BY LOCATION	Key	Non-Key	Key/
	Personnel	Personnel	Non-Key
CSCS Headquarters Dahlgren, VA	14	79	93
ATRC Dahlgren, VA	22	70	92
CSCS Det., Wallops Island, VA	0	3	3
CSCS Det., East Norfolk, VA	1	26	27
CSCS Unit, Dam Neck, VA	0	8	8
CSCS Det., West San Diego, CA	3	15	18
Fleet ASW Training Center, San Diego, CA	0	3	3
CSCS Det., Mayport, FL	0	1	1
CSCS Det., Norfolk, VA	1	1	2
CSCS Det., San Diego, CA	0	20	20
CSCS Unit, Great Lakes, IL	6	61	67
CSCS Det., Pearl Harbor, HI	0	2	2
CSCS Det., PACNORWEST Everett, WA	0	2	2
CSCS Det., Yokosuka, Japan	0	1	1
Mine Warfare Training Center, San Diego, CA	0	2	2
Total Base Year	47	294	341

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(2) To aid understanding the non-key technical labor categories listed above, the following descriptions are provided:

Logistics Technician - Experience in supply ordering and procurement. Experience in database tracking of all requests, issued parts, DRMO and other turn in items, remain in place parts, DD-1149's, and Departmental budget expenditures

Config. Mgmt. Support Spec – Experience in life cycle or program management support including Combat Systems engineering and process knowledge, Configuration Management and Installation planning. Experience in training environment to include developing and installation of Tactical Training equipment.

Site Television Tech – Experience in Maintenance of Site Television and video teleconferencing including experience in configuration management of electronic equipment. Experience in directing, filming, editing, narrating and researching data in support of production/site training videos.

Curricula Developer - Experience developing group-based instructional materials for the Surface Combat System in accordance with Navy curriculum development standards and guidelines, advising Subject Matter Experts (SMEs) on development procedures and formatting and evaluating curricula documents and instructional delivery procedures.

Graphics Artist - Working knowledge of latest versions software for graphics applications.

Learning Standards Office Analyst- Experience in development and management of relational databases using commercially available software. Knowledge of Surface Systems elements and terminology. Experience formatting and evaluating curricula documents and instructional delivery procedures.

Maintenance Tech - Experience in corrective and preventative maintenance on the Weapon system including the interfaces with other systems as well as corrective and preventative maintenance on Commercial-Off- the Shelf (COTS) computing systems operational software and training systems. Performs and coordinates maintenance actions, test and performs operational procedures on all combat system elements to achieve performance standards.

Cast Developer - Experience with the Surface Combat System to include system operation, test, evaluation, configuration management, lifetime support maintenance and tactical training. To include CAST lesson development, test, evaluation and maintenance, experience developing self and group-paced instructional materials for Surface Combat Systems, submode operator training in accordance with Navy curriculum development standards and guidelines.

USN Training Product Mgr - Surface Combat Systems experience to include, lifetime support maintenance and tactical training through various Surface Combat System configurations. Project Management experience with the Surface Combat Training Systems, including responsibility for directing a multi-disciplined team of technical experts to provide training within schedule and time constraints.

USN Training Product Dev. Spec - Experience developing self and group-paced instructional materials for Surface Combat Systems, submode operator training in accordance with Navy curriculum development standards and guidelines. Experience with training product development using COTS based Multi Media application, knowledge of Navy Integrated Learning Environment and SCORM content development processes.

IP Instructor Leader – Experience with the Surface Combat System as a maintenance technician, instructor or operator with responsibility for teaching the system to Foreign Military . To include, relevant experience as an

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instructor in a Naval Training Environment, to include writing learning objectives, preparing test items, evaluating instructional materials and the results of instruction, and counseling students on academic learning problems

Operations Planning Rep – Experience in life cycle or program support with emphasis in scheduling, program projections and training curriculum coordination. Surface Combat Systems training experience in operations or maintenance.

IP Instructional Systems Dev - Experience in the design, development and evaluation of group-pace instruction.

IP Electronic Classroom (EC) Technician - Experience with US Navy training and current training technology utilized in a US Navy training environment, as well as experience providing in-service training on the operation and maintenance of various International Training Organizations Classrooms.

(3) The total Task Order FTEs identified above for pricing purposes refer to labor categories required to execute the technical aspects of the PWS. Other corporate and local-level management as well as general and administrative support to include administrative/financial/ clerical, program control, and contract business management/administration (to include progress report preparation) are considered to be overhead in nature except for those oversight or administrative functions performed by the prime contractor's proposed Program Manager. The offeror is, however, permitted to propose such effort as a direct charge if it is in accordance with his standard DCAA-approved practice to do so. Such hours SHALL BE ADDED to the total number of technical hours proposed. This requirement applies equally to the prime and any subcontractor(s), if applicable. If general and administrative support is not proposed it will NOT be allowed as a direct charge under the resulting task order. The proposed level of effort should be reflected in the Section H Level of Effort clause.

(4) The FTEs/workyears listed in the table above must be converted to labor hours based on 5.4.1(b) below and as indicated in Section B, Note 1 Labor Hours.

(5) The Prime shall not assign labor hours to team members. All labor hours must be appropriate for each team member and supported by three years of historical documentation of the workyear used by each team member.

5.3 OTHER DIRECT COSTS:

The Government's unburdened estimate for travel under this effort is listed below for tasking specified in the PWS. This estimate must be included in Section B of the offer for all applicable CLINs. The management of travel between Prime and any Subcontractors shall be described and priced. Other ODC amounts proposed by an Offeror shall also be included for all applicable CLINs and these costs shall be itemized with written justification provided to support the proposed costs. In order for an expense category to be allowed as a direct charge under the resulting task order, it must be identified in the proposal and be reflected in the applicable CLIN. If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such or none shall be allowed during contract performance. Offerors shall use the following unburdened amounts for travel. An additional 10% should be used for the surge options.

	Base	Option 1	Option 2	Option 3	Option 4	TOTAL
Travel	\$2,406,377	\$2,502,632	\$2,655,258	\$2,761,468	\$2,871,927	\$13,197,662

5.4 SUPPORTING COST INFORMATION

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The Cost Proposal shall include narrative/tabular data that provides the following. It is the responsibility of the prime contractor to ensure that ALL SUBCONTRACTORS provide information at this same level of detail regardless of the subcontract pricing arrangement. If subcontractors do not comply, this will be viewed as indicative of the prime contractor’s inability to control subcontractor performance and could impact the Management Factor evaluation result.

5.4.1 DIRECT LABOR

The Cost Proposal shall reflect actual labor rates expected to be expended in performing the proposed Task Order; e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table similar to the one in Attachment J.5, which shows the following for each named person:

- Current (as of the date of proposal submission) actual hourly rate (based on a 40 hour workweek) and note the effective date of the rate (Month/Year);
- Current decremented hourly rate (if UT/TTA is proposed);
- Task Order Base Period hourly rate. Offerors shall ensure that they escalate current actual rates based on the offeror's current approved escalation policy. In addition, provide the method and application of this escalation rate as part of your proposal for each period.
- Derivation of rates for unnamed and “growth” positions shall be shown in a similar manner.

In addition to the information contained in the table required above, offerors shall also provide the following information for analysis of their proposed direct labor costs:

(a) Offerors shall note that it is critical that the Cost Proposal reflect realistic pricing for direct labor costs. If proposed technical personnel direct labor rates (both base and escalated) are not evaluated as realistic (both for named and “pending” positions), it may be viewed as a lack of understanding of the technical requirements of this solicitation and the evaluation result for the Technical Understanding factor may be affected. Further, unrealistically priced direct labor may also be viewed as a lack of effective personnel practices to recruit and retain expertise that is critical to the successful performance of this order. The evaluation result for the Management Capability factor may also be impacted.

(b) The offeror shall provide the following information. Subcontractors shall also provide the same information:

Description	Exempt	Non-Exempt
One year base regular hours	_____	_____
Subtract paid Holidays	_____	_____
Subtract paid Vacation	_____	_____
Subtract Sick Leave	_____	_____
Subtract Other Leave	_____	_____
(e.g. Jury Duty, Military Leave, etc.)		
Subtract other indirect hours	_____	_____
Subtotal – Net direct compensated hours	_____	_____
Add Uncompensated/TTA Hours	_____	_____
Total Direct Hours per Workyear/FTE	_____	_____

Offerors shall provide the following workyear information in narrative format:

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(i) List of offeror's paid holidays,

(ii) State the average number of paid vacation days per employee per year,

(iii) State the average number of sick days per employee per year, and

(iv) Describe any other factors used to determine direct and indirect labor hours.

(c) If UT/TTA is proposed, offerors shall provide historical data to support the hours listed above. In addition, Uncompensated hours **MUST** be reflected in Section G, Level of Effort.

(d) If UT/TTA is not proposed, offerors shall provide their compensation policies for any hours worked over 40 in a week by exempt employees.

5.4.2 Additional required information

(1) Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies. Note any restrictions on its applicability to this requirement.

(2) Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission. Provide a table showing each proposed indirect rate by individual Task Order period. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year.

(3) Briefly describe each indirect pool, list the major components of each pool and identify the base that each indirect rate is applied to.

(4) Provide a three-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year even if the rates are considered preliminary and have not been submitted to DCAA for audit. Note whether the actuals have been audited by DCAA or any other independent organization. Specifically state which indirect rates have been finalized.

(5) Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless maximums/caps are offered. A composite cap or maximum including all burdens applied to direct labor is considered preferable to individual rate caps or maximums.

(6) If a formal Forward Pricing Rate Agreement as defined in FAR 15.407-3 has been negotiated, provide a complete copy.

(7) Provide copies of most recent DCAA correspondence that approves proposed indirect rates.

(8) Specifically state what indirect rates are being invoiced under cost reimbursement contracts at the time of proposal submission for those cost centers included for this requirement.

5.4.3 Subcontractor/Consultant Costs

(1) Note the planned subcontract type and pricing arrangement for each subcontractor. The proposal shall include subcontract cost data in the **SAME LEVEL OF DETAIL** as provided for the offeror and completing Attachment J.3 & J.4. Any subcontracting costs shall be fully supported. The contractor shall submit their proposal in Microsoft Excel format. The detail information may be provided separately to the Government if

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the subcontractor does not wish to provide this data to the prime contractor. Subcontractors shall submit their information directly to the Government via Seaport-e. Cost data provided separately by the subcontractor must be received by the time and date specified for receipt of proposals. Subcontractors are required to provide DCAA branch office for their company, along with the name, phone number, and email address of a DCAA point of contact that is familiar with their company.

(2) Proposed T&M subcontractors shall provide full disclosure of their labor rate build-up to include separate identification of basic pay, overtime pay (if applicable) and any and all other components of the proposed labor rate (e.g. fringe benefits, overhead, G&A, and profit). In addition, the prime contractor shall note whether they (both the prime and the subcontractor) consider the proposed labor rates to be fixed for the entire period of performance or if they are subject to renegotiation following award.

(3) CONSULTANTS - If applicable, provide a detailed listing of proposed consultants, rationale for selection and associated costs which are proposed for reimbursement over and above the hourly rate. Identify the corresponding contract labor category for each proposed consultant. Include the detailed analysis that establishes the proposed rate as fair and reasonable.

(4) FAR 15.404-3(b) requires the prime contractor to conduct appropriate cost or price analysis to establish the reasonableness of proposed subcontract prices. These data shall be included in offerors' Cost Proposals. Failure to do so will be interpreted as the prime contractor's lack of expertise in this area and could impact the offeror's overall evaluation result for the Management Capability factor.

5.4.4 Facilities Capital Cost of Money

The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the Cost Proposal.

5.4.5 Compliance Matrix

Offerors shall provide a compliance matrix that references Cost Proposal contents with the requirements of this Section L. This requirement applies equally to subcontractors.

6.0 SAVINGS INITIATIVES

The offeror is required to address cost savings initiatives proposed for this Task Order and how these conform to the initiatives included in their basic SeaPort-e contract. The offeror shall address, as a minimum, each area covered by the H.10 Savings Clause in Section H of the basic contract. As part of "B. Volume Discount – Applicable to All Task Orders", include the dollar value funded on all SeaPort-e task orders in the prior calendar year. If the volume discount threshold has been reached, ensure the required discount is clearly delineated in the cost proposal.

7.0 SUBCONTRACTING GOAL ACHIEVEMENT HISTORY

Large business offerors shall note their history with respect to meeting subcontracting goals on other contracts. Include specific contract numbers, goals and actual progress toward meeting the goals. All contracts for which past performance technical references are provided shall be included. Other contracts may also be included.

HQ L-2-0008 REQUIREMENTS CONCERNING WORK WEEK (NAVSEA) (MAY 1993)

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without

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additional compensation for such excess work.

(b) The offeror may include uncompensated effort in its proposed level of effort if:

(1) The offeror has an established cost accounting system, approved by the Defense Contract Audit Agency, which records all hours worked, including uncompensated hours, for all employees, and regardless of contract type.

(2) Uncompensated hours, for all employees and regardless of contract type, are included in the offeror's base for allocation of overhead costs.

(3) The proposal identifies hours of uncompensated effort proposed by labor category.

(4) The proposal identifies the amount of uncompensated effort which will be performed without supervision and without support personnel and assesses the productivity of such effort.

(5) The proposal describes the extent to which employees are required or encouraged to perform uncompensated effort and the impact the use of uncompensated effort has on work effectiveness.

(6) The proposal includes a copy of the corporate policy addressing uncompensated effort.

(c) The above information must be provided for each subcontract which has uncompensated effort included in the proposed level of effort.

(d) Any proposal which includes uncompensated effort in the proposed level of effort not in compliance with the above may be rejected.

Ddl-L42 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) No award will be made to any offeror which does not possess a SECRET facility security clearance with SECRET storage capability issued by the Defense Security Service at the required security level. A Government facility will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The Government is not obligated to delay issuance of the order pending security clearance of any Offeror.

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SECTION M EVALUATION FACTORS FOR AWARD

M.1 GENERAL INFORMATION

This Task Order is reserved for only those contractors that have National Capital Zone identified in section B of the MAC contract. Proposals from other contractors will not be considered.

It is the intention of the Navy to award one, Cost-Plus-Fixed-Fee, level-of-effort, Task Order for this requirement. Attention is directed to contract clause H-5, TASK ORDER PROCESS, Section C, Competitive Ordering Process, which provided that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M. This is a performance-based contract as defined in Far Part 37.6. Upon award, contractor performance will be reviewed in accordance with Section H, Special Contract Requirements, Quality Assurance Surveillance Plan of this solicitation.

The Government intends to evaluate proposals and award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost or price and technical standpoint. However, in accordance with clause H-5 of the contract, the Government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16. The Government retains the right, upon evaluation of the written portions of the proposal, including a review of the Oral Presentation slides, to determine that the offeror does not stand a reasonable chance of award. If this be the case, the offeror will not be invited to make an Oral Presentation

M.2 MANDATORY REQUIREMENTS

Offerors must meet each of the MANDATORY REQUIREMENTS noted in Section H. An offeror not meeting all of these requirements (or having acceptable plans for meeting the requirements by Task Order award) will not be considered as eligible for award.

M.3 SOURCE SELECTION FACTORS

Each Offeror shall be evaluated relative to the following:

- Factor 1: Technical Understanding/Capability/Approach (oral)
- Factor 2: Staffing (oral and written)
- Factor 3: Management Capability (oral and written)
- Factor 4: Past Performance (written)
- Factor 5: Evaluated Cost (not weighted)

Each Offeror meeting the mandatory requirements will be evaluated relative to the following Best Value source selection factors. Each separately evaluated factor will be assigned a letter grade of A, B, C, D, or F where A is the highest grade. Proposal factor strengths, weaknesses, deficiencies will be noted. Each proposal will be given an overall letter rating resulting from the rolled up factor ratings. A rating of Unacceptable in any one factor will result in the entire proposal being deemed unacceptable.

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3.1 RELATIVE IMPORTANCE OF THE SOURCE SELECTION FACTORS

The source selection factors are listed above in descending order of importance. In addition, Technical Understanding/Capability/Approach is equal to the combined value of Staffing, Management Capability and Past Performance; Staffing and Management Capability are each individually significantly more important than Past Performance. Although cost is not scored, it will not be ignored. The degree of importance of the Evaluated Cost factor will increase with the degree of equality of the proposals in relation to the other factors on which selection is to be based.

Each Offeror shall be evaluated relative to the following:

Factor 1: Technical Understanding/Capability/Approach

The validity and thoroughness of the offeror's presentation, including both the proposed approach for supporting the PWS and the proposed approach to handling the technical scenario described in Section L 3.2.5 (2), will be evaluated as specific evidence of the offeror's understanding and capability to successfully perform the technical requirements of this task order.

Factor 2: Staffing

Evaluation of this factor will be based on the written technical proposal as set forth in Section L, 4.2 and the oral presentation as set forth in Section L, 3.2.5 (3). The proposed Key Personnel resumes as well as the proposed staffing for accomplishing this Task Order and how proposed staff will meet the specific requirements of the Performance Work Statement (PWS) based on the (staffing matrix/plan) required by Section L, 3.2.5 (3) will be evaluated. This factor addresses the degree to which Key Personnel resumes meet, do not meet, or exceed desired qualifications for the respective key labor categories and the relevance of professional development. In addition, the relevance of individual experience and degrees/certifications to the technical requirements of the PWS will be assessed using required Personnel/ PWS Allocation Matrix. Resumes are to cover 100% of the key personnel workyears of the Base Period as detailed in Section L, 4.2. All key personnel workyears are equally weighted for evaluation purposes. Part time resumes will be accumulated to an equivalent workyear. In addition to assessing each Key Personnel resume, the entire proposed technical workforce will be assessed for capability to support the PWS with limited ramp-up time.

Factor 3: Management Capability

This factor involves the offeror's ability to handle the non-technical aspects of contract performance; its evaluation will be based on the written proposal as set forth in Section L, 4.3 and on the Oral Presentation as set forth in Section L, 3.2.5 (4). Each offeror's presentation will be assessed to determine the feasibility of the proposed management approach to task achievement and the depth of understanding represented by that approach. Overall Management Plan, Start-Up Plan, Quality, Delivery, and Cost - Control, Tracking, and Reporting, Personnel Recruitment/Retention/Skills Improvement and Subcontracting and Resources are considered key elements in management capability assessment.

Factor 4: Past Performance

This factor considers the offeror's past performance ratings. The following will be used to assess past performance: Quality of Products and Services, Timeliness of Performance, Cost Control, Business

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Relations, and Customer Satisfaction. The offeror's history of subcontracting with small, small disadvantaged, and women-owned small businesses will also be considered.

This factor focuses on relevance of experience to this task and the quality of relevant experience. Experience relative to this task will be assessed by considering aspects such as the following. These do not constitute separately evaluated subfactors: quality of products and services; timeliness of performance; cost control, billings and proposals; business relations; overall customer satisfaction and achievement of subcontracting goals (extent of prior use of small, small disadvantaged, woman-owned, and veteran-owned small businesses as subcontractors). In addition to the sources identified by the offeror, the Government may review Contractor Performance Assessment Reporting System (CPARS) and/or DOD Past Performance Information Retrieval System (PPIRS) ratings and other existing past performance ratings on relevant contracts. The Government may also review other relevant past performance information contained in local files and other sources, including Federal, State, and local Government agencies, Better Business Bureaus, published media and electronic databases. General trends in a contractor's past performance will also be considered. A past performance rating of "Neutral" will be assigned wherever the offeror lacks a record of relevant or available past performance history and there is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

Factor 5: Evaluated Cost

In evaluating offers, the Government will perform an analysis of the realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data, the proposed allocation of man-hours and labor mix, and the proposed costs' reflection of the Offeror's understanding of the complexity and risk of requirements. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government's determination of the most probable cost to be incurred in the performance of this task order and to measure the reasonableness of the proposed costs. If proposed costs are considered to be unrealistic, including unrealistic labor and/or indirect rates, the Offeror's proposed costs will be adjusted upward to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Evaluation of the options will not obligate the Government to exercise the options. Evaluated cost to the Government, which is an Offeror's evaluated cost and the proposed fee for the base and all option periods, and the maximum saving initiatives (if the basis is sound), will be used in making the award determination. Therefore, any inconsistencies between proposed technical performance and cost, whether real or apparent, should be explained in the supporting cost data section. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the Offeror. The burden of proof for cost credibility rests with the Offeror. The evaluated cost amount will be a separate evaluation factor only insofar as technical/cost trade-offs are necessary to ascertain a best value decision.

Proposals which are unrealistic in terms of technical or schedule commitments or unrealistically high or low in cost may be deemed reflective of an inherent lack of technical competence, or indicative of a failure to comprehend the complexity and risks of the proposed work, and may be grounds for rejection of the proposal. Since the resulting task order will require the delivery of data, the responsiveness and quality of organization and writing reflected in the proposal (both technical and cost portions) will be considered to be an indication of the Offeror's quality control processes that would be applied to deliverable data. Subjective judgment on the part of the Government evaluators is implicit in the entire

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process.