

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-10-R-3057		2. AMENDMENT NO.		3. EFFECTIVE DATE 02/23/2010		4. PURCHASE REQUEST NO. N00024-10-NR-55010	
5. ISSUED BY Stephanie Bengler Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 stephanie.bengler@navy.mil 202-781-5290				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 03/19/2010 1400 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
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.	
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	
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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GENERAL INFORMATION

The incumbent is Alion Science and Technology Corporation performing under SeaPort Task Order N00024-01-D-7013-0028.

Offers are solicited in Zone 2 - National Capital Region.

This solicitation is unrestricted, however, there is a small business subcontracting requirement of 30%.

Questions to this solicitation are to be submitted in the portal no later than 10 business days after release of the solicitation.

There will not be an industry day.

Many references and clauses within this solicitation refer to "contract" vice "order" or "task order". Offerors are advised that unless specifically referring to the basic IDIQ MAC, all references to "contract" include this Task Order.

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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	To support PEO IWS Front Office as described in Section C/Performance Work Statement. Base Year. (TBD)	99840.0 LH		
4001	SURGE - To support PEO IWS Front Office as described in Section C/Performance Work Statement. Base Year. (TBD) Option	19968.0 LH		
4100	To support PEO IWS Front Office as described in Section C/Performance Work Statement. Option Year 1 (OY1). (TBD) Option	99840.0 LH		
4101	SURGE - To support PEO IWS Front Office as described in Section C/Performance Work Statement. Option Year 1. (TBD) Option	19968.0 LH		
4200	To support PEO IWS Front Office as described in Section C/Performance Work Statement. Option Year 2 (OY2). (TBD) Option	99840.0 LH		
4201	SURGE - To support PEO IWS Front Office as described in	19968.0 LH		

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Section
C/Performance
Work Statement.
Option Year 2.
(TBD)
Option

4300 To support PEO 99840.0 LH
IWS Front Office
as described in
Section
C/Performance
Work Statement.
Option Year 3
(OY3). (TBD)
Option

4301 SURGE - To 19968.0 LH
support PEO IWS
Front Office as
described in
Section
C/Performance
Work Statement.
Option Year 3.
(TBD)
Option

4400 To support PEO 99840.0 LH
IWS Front Office
as described in
Section
C/Performance
Work Statement.
Option Year 4
(OY4). (TBD)
Option

4401 SURGE - To 19968.0 LH
support PEO IWS
Front Office as
described in
Section
C/Performance
Work Statement.
Option Year 4.
(TBD)
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost

6000	ODCs in support of PEO IWS Front Office services described in Section C/Performance Work Statement. Base Year. (TBD)	1.0 Lot
6100	ODCs in support	1.0 Lot

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of PEO IWS Front
Office services
described in
Section
C/Performance
Work Statement.
Option Year 1
(OY1). (TBD)
Option

6200 ODCs in support 1.0 Lot
of PEO IWS Front
Office services
described in
Section
C/Performance
Work Statement.
Option Year 2
(OY2). (TBD)
Option

6300 ODCs in support 1.0 Lot
of PEO IWS Front
Office services
described in
Section
C/Performance
Work Statement.
Option Year 3
(OY3). (TBD)
Option

6400 ODCs in support 1.0 Lot
of PEO IWS Front
Office services
described in
Section
C/Performance
Work Statement.
Option Year 4
(OY4). (TBD)
Option

NOTES:

Propose whole dollars only.

NOTE A: HQ B-2-0009 CDRL

Offeror shall complete the "Price Group" and "Estimated Total Price" blocks of each data item on the Contract Data Requirements List(s), attached hereto.

NOTE B: LEVEL OF EFFORT

For Labor Items (including Surge), Offerors shall propose man-hours for the level of effort specified for this CLIN in Section B to perform the requirements of the Performance Work Statement provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT) clause applies to these Items. Labor Hours incurred by subcontractors shall be recorded by Level of Effort and not as ODCs.

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NOTE C: OPTION

Option Item to which the OPTION clause in SECTION I applies and which is to be supplied only if and to the extent said Option is exercised.

NOTE D: ODCS

The government estimate for Other Direct Costs to be no more than \$120,000 (for the purpose of travel) per year for all years (base year and for each option). This ODC estimate must be included in Section B of the offer for CLIN 6000 and Option CLINs 6100, 6200, 6300, and 6400. No other amounts shall be included. These are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee-not allowable indirect costs or burdens.

NOTE E: TIME STANDARD

All times specified are Eastern Standard Time (EST).

NOTE F: DAYS

All days specified in Section C are business days.

NOTE G: SURGE

If it is determined that an increased level of effort is required for any of the task areas in the Performance Work Statement, the government reserves the right to exercise a "Surge" Option CLIN for additional work under the specific task area. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN.

CLAUSES INCORPORATED BY FULL TEXT:

HQ B-2-0007 LIMITATION OF COST/LIMITATION OF FUNDS

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

HQ B-2-0021 CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (FEB 1997)

This entire task order is cost type.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

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HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993) (APPLICABLE TO LABOR CLINS 4000, and if options are exercised 4100, 4101-surge, 4200, 4201-surge, 4300, 4301-surge, 4400, and 4401-surge.)

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

(b) The Government shall make payments to the Contractor, subject to and in accordance with the clause in this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be equal to **<THE SUCCESSFUL OFFEROR'S PROPOSED BASE FEE RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF THE TASK ORDER>** percent of the allowable cost of each invoice submitted by and payable to the Contractor pursuant to the clause of this contract entitled "ALLOWABLE COST AND PAYMENT" (FAR 52.216-7), subject to the withholding terms and conditions of the "FIXED FEE" or "INCENTIVE FEE" clause, as applicable (percentage of fee is based on fee dollars divided by estimated cost dollars, including facilities capital cost of money). Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. (c) 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.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005) (APPLICABLE TO ODC CLINS 6000 and if options are exercised 6100, 6200, 6300, and 6400.)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs 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 include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs 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 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 C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT

1.0 INTRODUCTION:

This Performance Work Statement (PWS) will obtain professional support services in the functional areas of Program Management, Business and Financial Management, Acquisition Management, and technical support services for the Program Executive Office for Integrated Warfare Systems - Finance (PEO IWS-F).

1.1 BACKGROUND

In October 2002, PEO IWS was established to build and buy interoperable, joint, and highly capable warfare systems, in order to provide war-fighting capability across all ship classes. Various NAVSEA programs were realigned into seven PEO IWS Major Programs, organized by warfare areas, to focus on function and mission rather than platform. The primary responsibilities of PEO IWS are to oversee the design, construction and maintenance of surface ships and submarine combat systems; and to manage coordination of architecture and overarching interface principles with which combat systems and coordinating software programs will be developed.

In 2008, PEO IWS established six new Major Program Manager positions, designated as System Integration Program Managers (SIPMs). They are PEO IWS 8.0 for all amphibious ships, PEO IWS 9.0, for CG(X), PEO IWS 10.0 for aircraft carriers, PEO IWS 11.0 for DDG 1000 class ships, PEO IWS 12.0 for Aegis cruisers and destroyers; and PEO IWS 14.0 for the Littoral Combat Ship (LCS) and U.S. Coast Guard Ships. The SIPM is the primary point of contact in PEO IWS for the Ship Program Managers.

The SIPM and PEO IWS 8.0 thru PEO IWS 14.0, plan, manage, and coordinate warfare system roadmaps for the combat systems on their respective platforms. The execution of these tasks requires that the SIPM interface with the Fleet (e.g. CLASSRONS, etc.), PEO Ships, PEO Carriers, as well as other Navy offices/agencies associated with platform warfare systems.

The Program Executive Office, for Integrated Warfare Systems (PEO IWS) is responsible for overseeing the design, construction and maintenance of surface ships and submarine combat systems; and to manage coordination of architecture and overarching interface principles with which combat systems and coordinating software programs will be developed. PEO IWS programs are in different stages of the acquisition process, from Pre-Systems Acquisition (Concept & Technology Development Phase), Systems Acquisition (System Development & Demonstration Phase and Production & Deployment Phase), and Sustainment (Operations & Support Phase). Current programs are conducting system design, equipment design, integrated product and process development, acquisition, construction, fleet introduction, enterprise knowledge management, maintenance, modernization, and disposal associated with ships, weapon systems and equipment. PEO IWS, and the cognizant program offices, are heavily engaged in major program decisions involving high-level DOD, Navy, GAO and Congressional oversight.

The PEO also consists of multiple support functions which include:

Human Relations – responsible for assisting PEO IWS directorates and management in all functions related to personnel management

Comptroller – responsible for assisting PEO IWS directorates and management in all financial management functions

Acquisition Officer – responsible for assisting PEO IWS directorates and management in all acquisition functions

IWS DASN Ships – responsible for assisting PEO IWS directorates and management in implementing policy and programs directly related to DASN Ships and IWS supporting weapon system programs

IWS Front Office – responsible for assisting PEO IWS management in effectively managing the directorates, IWS actions, and all front office functions

Public Affairs Officer – responsible for assisting PEO IWS management and directorates in responding to external queries related to IWS programs

Congressional Liaison - responsible for assisting PEO IWS management and directorates in responding to Congressional queries

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and briefings.

1.2 PURPOSE

The purpose of this PWS is to obtain contractor support services to assist PEO IWS in developing an innovative, well-integrated, high performance team in support of the SIPM Program Offices, PEO IWS 8.0, 9.0, 10.0, 11.0, 12.0, and 14.0. The contractor shall supply an enterprise solution encompassing a full range of professional and administrative support services across the SIPM Program Offices' highly interrelated product lines, in the task areas of Program Management Services, Business Financial Management Services, Acquisition Management Services, and technical support services.

1.3 GENERAL REQUIREMENTS

1.3.1 PLACE OF PERFORMANCE/HOURS OF OPERATIONS:

(1) Support services shall primarily be provided in the Washington, D.C. Metropolitan area for government offices located at the Washington Navy Yard, the Pentagon, Crystal City, and may include other local offices. Temporary travel (TDY) to other locations within the National Capital Region (NCR) may be necessary. On occasion, travel to locations outside the NCR may be required, in addition to OCONUS destinations. These trips will be pre-coordinated with as much lead time as possible. Travel will most likely be to sites where NAVSEA has field locations, provides customer products or has major suppliers, and may be CONUS or OCONUS. Specific travel requirements will vary by year, customer request, field activity major events, and IWS directorate major events. Weekend and/or late hours may be required on an as needed basis for critical tasks, and the government will provide as much advance notice as possible when this support is required.

(2) Contractor personnel who are working on-site are expected to conform to the working hours of the office in which they support. Personnel supporting the effort off-site must be available during the core business hours of 0900-1500.

(3) All travel will be reimbursed in accordance with FAR 31.205-46.

(4) The contractor may be required to attend local meetings in support of this effort. This type of travel is considered 'local travel' and per diem and lodging will not be authorized or reimbursed. For the purposes of this effort, local travel is defined as within 50 miles of the Washington Navy Yard. Mileage will be reimbursed as appropriate, as it relates to the distance of the travel site from the normal place of business where the employee is assigned (> 50 miles).

1.3.2 INITIATION OF WORK: The contractor shall transition, and be prepared to supply the entire support team and be fully functional, within four weeks after award of the contract. No transition period is expected when the government exercises an option.

1.3.3. MISCELLANEOUS:

(1) The government will arrange for Public Key Infrastructure (PKI) certificates for contractors who operate Government owned/leased computers at NAVSEA (Washington Navy Yard, Pentagon, Crystal City).

(2) Access to NMCI through non-government owned/leased computers is the responsibility of the contractor. The contractor is required to arrange and fund PKI certificates for access to NMCI through other than government owned/leased computers.

(3) The contractor shall provide courier(s) for the delivery of classified material up to Secret level within the Washington Metropolitan area.

(4) After award, a kick-off meeting will be scheduled to bring government stakeholders and the contractor together for the purposes of reviewing the award. During this meeting, the award document will be reviewed, introductions of key government and contractor personnel will take place, roles and responsibilities will be reviewed, a start date for services to begin will be established, discussion of any transition activities will take place, and the contractor will be given an opportunity to submit any necessary paperwork for security/building badges, etc.

(5) The contractor shall have electronic mail capability and have the necessary connectivity to communicate with PEO IWS and its team members. MS office compatible e-mail is preferred in order to more easily communicate and coordinate meetings and schedules.

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(6) The contractor shall support surge requirements as required for all tasks during the period of performance of this effort, as directed by the government.

1.3.4 SECURITY REQUIREMENTS

(1) The contractor shall ensure that its personnel are U.S. citizens.

(2) The contractor shall provide personnel that currently hold or are in the process of obtaining, and can maintain, a SECRET clearance. A finalized DD254 for this effort will be included with the contract award. Attachment 1 provides the draft DD254.

NOTE: Personnel assigned to this effort may be required to access Top Secret and Top Secret Special Compartmented Information (TS SCI). When required, the contractor will be given 30 days from notification to recruit and hire such personnel if they are not already on staff.

(3) All contractor personnel requiring access to government work spaces and facilities will require government issued identification badges. The contractor shall work with the TOM identified for this effort to coordinate the paperwork for these badges. All personnel are required to display their badges above the waist at all times.

(4) The contractor shall ensure that all staff granted access to PBIS comply with DoD Directive 7045.14.

(5) The contractor shall have the ability to receive, log, track and store classified documents, up to SECRET, in accordance with applicable regulations. Security provisions shall include protecting Privacy Act Data & Limited Access data.

(6) The contractor shall have office(s) and storage facilities approved for classified material, the ability to work with SECRET material at its office(s), and provide computer resources cleared to the SECRET level for document generation.

(7) The contractor shall establish procedures for the safe and orderly backup of computers and network data pertaining to the programs supported, and maintain both on-site and off-site backups using standard commercial data backup procedures. Data access authority shall be clearly reported and documented in the PEO IWS Continuity of Operations Plan (COOP).

(8) Contractor personnel shall not release or remove system documentation, data, or reports generated by or through use of government systems. All requests for information shall be forwarded to the TOM. The contractor shall not divulge any information regarding files, data processing activities/functions, user ID's, passwords, or other knowledge that may be gained, to anyone who is not authorized to have access to such information.

(9) Contractor personnel shall abide by all NAVSEA rules, procedures, and standards of conduct. When the period of performance is complete and or contractor personnel leave work on this project, they will have 5 days to terminate their network user account and to return all access cards and identification badges to the TOM.

(10) Personnel assigned to handle classified material shall hold a clearance equal to or higher than that of the information. Procedures set forth in the NISPOM shall be followed when handling classified material. Classified information must be safeguarded according to its classification. All personnel shall ensure that positive control is maintained in order to prevent unauthorized disclosure of classified information while in transit within as well as outside the command. The contractor Facility Security Officer (FSO) shall provide written authorization in the form of a Courier Authorization Letter to all company employees escorting or hand-carrying classified information.

(11) All contractor personnel attending meetings, answering government telephones, and working in situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are government officials. They must also ensure that all documents or reports produced by them (contractors) are suitably marked as contractor products or that contractor participation is appropriately disclosed.

1.3.5 FACILITY REQUIREMENTS

(1) The contractor shall have facilities available to host at least 50 persons in a single enclosed room and be able to support at least two such meetings simultaneously. The contractor must demonstrate in their proposal their capability to provide the necessary facilities to meet this requirement. In addition, the conference rooms and associated facilities must be within a 10 mile radius of The Washington Navy Yard, Pentagon, and Crystal City for holding government sponsored meetings, tele-conferencing, video conferencing and briefings for PEO IWS Program personnel. The contractor shall provide both Classified (up to SECRET level)

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and Unclassified conference facilities.

(2) A separate requirement exists for the contractor to provide a Strategic Planning and Alignment War Room / Planning Center for coordination, alignment, and continuity of Surface Navy Combat System requirements and initiatives. The War Room/Planning Center should seat a minimum of 12 people at a common desk, have computer and projector capability to develop briefing products and display related products on all walls. The contractor shall provide the ability to surge to a second War Room / Planning Center with similar capabilities that seats a minimum of six people at a common desk.

(3) The contractor shall provide controlled access to the facility 24 hours a day, seven days a week.

(4) The contractor shall ensure authorized personnel have approved access and ensure that access granted is at the appropriate level. The contractor shall review and process requests for access to facilities under their control.

(5) The contractor shall provide a receptionist to control access to its office(s), Monday through Friday, during the hours between 0730 and 1600. The contractor shall provide an escort during those hours or as required.

(6) The contractor shall provide handicapped access to all facilities.

(7) The contractor shall provide and maintain the facility and all associated public utilities, office equipment and furnishings, including access controls, custodial services, information technology (IT) networks, communications equipment, and facility and IT security.

(8) The contractor shall review space allocation, assign seats, ensure workstations are adequate for team member activities, review workflow within the office, periodically assess facilities for adequacy and recommend alternatives.

(9) The contractor shall provide capability to archive and store historical documentation. A minimum security storage capacity of 1,152 cubic feet (i.e. a 12 ft x 12 ft x 8 ft room) is required. Access to the documents are required to be available in the core hours defined in 1.3.1(2). The capability must meet the security requirements to store classified information to the SECRET level as defined in paragraph 1.3.4 (5).

1.3.6 PERSONNEL REQUIREMENTS

(1) Personnel should have knowledge of U.S. combat platforms and associated war-fighting characteristics and capabilities for those types of platforms, DoD Acquisition Category (ACAT 1) Programs, or similar programs.

(2) Historically, 48 personnel have supported this effort in a variety of senior (approximately 24%), mid (34%), and junior level positions (42%).

(3) Surge requirements are estimated to be 20% of the base requirement and at the same labor mix as provided above (2).

KEY PERSONNEL REQUIREMENTS

(1) Key personnel are personnel deemed essential to performance of this effort and cannot be replaced without prior notice to the government. Requests for key personnel substitutions or replacement, regardless of the circumstances, shall be submitted to the TOM. The request shall provide a detailed explanation of the circumstances necessitating the proposed substitution/replacement, a complete resume for the proposed substitute/replacement, and any other information requested by the TOM to support the acceptance of the proposed substitution. The proposed substitute(s) shall possess qualifications equal to or superior to those qualifications of the key personnel being replaced. The contractor shall not substitute key personnel without written consent from the TOM. Under this effort, the following personnel are considered key:

Senior Contracts Program Manager
Senior Financial Program Manager
Program Management - Acquisition
Program Manager
Congressional and Public Affairs Analyst
Strategic Planning Senior Consultant
Operational Specialist Support

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Program Manager for Advanced Technology
Senior Analyst - Congressional and Public Affairs
Special Events Coordinator
Systems Engineering Program Manager
Senior - Analyst - Program Measurement
Senior Analyst - Program Budget Development
Senior Analyst- Financial Execution
Senior Analyst - Procurement Support
Senior Analyst - Acquisition Management

Program Management

Senior Contracts Program Manager

- Fifteen (15) years or more of professional experience in the Defense acquisition process, contract management, technical and business management.
- Three (3) years of which must have been in the previous six (6) years, in support of DoD contract management.
- Minimum of six (6) years supervisory experience.
- Experience with DoD acquisition management, contract, technical and business management.
- Experience with DoD contracts and contract analysis and has knowledge of DoD contracting processes in the technical or program area specified in task order.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the areas of acquisition/contract management, program or business management , or evidence of a training plan that reflects certification attainment within 12 months of the anticipated award date.

Senior Financial Program Manager

- Fifteen (15) years or more professional experience in the Defense acquisition process, financial, program, or business management.
- Three (3) years of which must have been in the previous six (6) years, in support of DoD financial management;
- Six (6) years supervisory experience.
- Experience with DoD acquisition management, financial, program or business management.
- Experience with DoD financial program analysis and has knowledge of DoD accounting, financial and procurement systems in the technical or program area is required.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the areas of acquisition/contract management, program or business management , or evidence of a training plan that reflects certification attainment within 12 months of the anticipated award date.

Program Management-Acquisition

- Fifteen (15) years or more professional experience in the Defense acquisition process, program management, technical, or business management
- Three (3) years of which must have been in the previous six (6) years, in support of DoD program management.
- Six (6) or more years supervisory experience.
- Experience with DoD acquisition management, technical, or business management. Experience with DoD program analysis support and has knowledge of DoD systems acquisitions in the technical or program area is required.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the areas of acquisition/contract management, program or business management , or evidence of a training plan that reflects certification attainment within 12 months of the anticipated award date.

Program Manager

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- Fifteen (15) years or more professional experience in the Defense acquisition process, program management, technical, or business management
- Three (3) years of which must have been in the previous six (6) years, in support of DoD program management.
- Six (6) years or more supervisory experience.
- Experience with DoD program management, technical, or business management.
- Experience with DoD program analysis support and has knowledge of DoD systems acquisitions in the technical or program area is required.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the areas of acquisition/contract management, program or business management , or evidence of a training plan that reflects certification attainment within 12 months of the anticipated award date.

Congressional and Public Affairs Analyst

- Four (4) years or more professional experience responding to Congressional inquiries and preparing documentation for technical reviews for public release.
- Experience with DoD legislative policies and procedures.
- Experience preparing Congressional briefs and responses to Public Affairs Office (PAO) requests for information about programs, platforms and combat systems is required.
- Bachelors degree in related field required, or 10 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional training or certification (DAWIA or equivalent) in the areas Congressional and Legislative affairs, or evidence of a training plan that reflects training or certification attainment within 12 months of the anticipated award date.

Strategic Planning

Strategic Planning Senior Consultant

- Fifteen (15) or more years of direct business experience across several functional areas (two or more).
- Exhibit significant tenure in a leadership role including executive accountability for business planning.
- Experience across a number of DoD organizations in different industries.
- Experience as an external adviser or consultant to organizations is required.
- Experience with a solid background as a senior business professional involved in technical/programmatic activities within a given profession is required.
- Experience including academic research, thought leadership and presenting white papers at conferences.
- Resume reflects continuous training in current strategic advances and technological innovations is required.
- Bachelor's Degree in related field is required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.

Operational Support

Operational Specialist Support

- Four (4) years or more professional experience with Headquarters administrative/program support for Workforce Administration Management Organization (WAMO), human resource reporting metrics, Defense Acquisition Workforce Improvement Act (DAWIA) training/certification, wireless and telecommunication program support, personnel seating management, and knowledge of Defense Travel System (DTS) is required.
- Bachelor's Degree in related field is required, or 10 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Evidence of professional training in administration/program management or human resources management.

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Advanced Technology

Advanced Technology Program Manager

- Fifteen (15) years of professional experience in the Defense acquisition process, program management, technical, or information technology management
- Three (3) years of which must have been in the previous six (6) years, in support of DoD program management.
- Six (6) or more years supervisory experience.
- Experience with DoD technology programs, preparing information technology master plans, updating a technology information center, and drafting instructions related to advanced technology transitions for government review and implementation in the technical or program area is required.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the areas of acquisition/contract management, program or business management, or evidence of a training plan that reflects certification attainment within 12 months of the anticipated award date.

Legislative Affairs

Senior Analyst-Congressional and Public Affairs

- Ten (10) years or more professional experience in the preparation of responses to Congressional inquiries and preparing documentation for technical reviews for public release.
- Experience with and understanding of DoD congressional policies and procedures
- Experience preparing Congressional briefs and responses to Public Affairs Office (PAO) requests for information about programs, platforms and combat systems is required.
- Bachelors Degree in related field is required (legal studies, business management or other related fields), or 15 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Evidence of professional training in Congressional Public Affairs.

Special Events

Special Events Coordinator

- Three (3) years or more professional experience with administrative/program support for special projects, studies and surveys, planning/preparing materials for recruitment events, and scheduling/organizing division level events.

Systems Engineering

Systems Engineering Program Manager

- Fifteen (15) years or more professional experience in the Defense acquisition process, systems engineering management, financial, and program management
- Three (3) years of which must have been in the previous six (6) years, in support of DoD contract management.
- Six (6) years or more supervisory experience.
- Experience with DoD strategic planning, technical management, and engineering activities as it relates to major weapon systems.
- Experience with Test and Evaluation (T&E) activities, Enterprise Working groups, and review analysis of test reports or program area is required.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in areas of program management, project management, financial or systems engineering, or evidence of a training plan that reflects certification attainment within 12 months of the anticipated award date.

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Financial Management

Senior Analyst-Program Measurement

- Ten (10) years or more experience in performing DoD business and/or program measurement tasks.
- Experience using DoD software and web enabled processes to prepare statutory and regulatory financial reports is required.
- Bachelors degree in related field required, or 15 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional training or certification (DAWIA or equivalent) in the areas of financial and program management or certification attainment within 12 months of the anticipated award date.

Senior Analyst-Program Budget Development

- Ten (10) or more years of experience in performing DoD business and/or accounting management tasks.
- Experience with DoD financial accounting systems.
- Bachelors degree in related field required, or 15 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional training or certification (DAWIA or equivalent) in the areas of financial or program management or certification attainment within 12 months of the anticipated award date.

Senior Analyst-Financial Execution

- Ten (10) years of directly related experience in technical program planning, administration, budgets, and monitoring financial execution is required.
- Experience supporting DOD Funding, budgeting, managing budget allocations, tracking commitments, reconciling obligations and expenditures, preparing financial execution documents and other financial management processes required.
- Experience with ERP (Enterprise Resource Planning) capabilities and program requirements is required.
- Bachelors degree in related field required, or 15 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the area of financial management, or certification attainment within 12 months of the anticipated award date.

Senior Analyst-Procurement Support

- Ten (10) years or more of directly related experience in technical program planning, administration, budgets, procurement requests and contract reconciliation.
- Experience supporting DOD Funding, budgeting, contract modification preparation, reconciliation/closeout and other financial management processes required.
- Experience with ERP (Enterprise Resource Planning) capabilities and program requirements is required.
- Bachelors degree in related field required, or 15 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the area of acquisition management or contracting, or certification attainment within 12 months of the anticipated award date.

Senior Analyst- Acquisition Management

- Fifteen (15) years or more DoD acquisition experience
- Experience with DoD acquisition and contracting process, major weapon system acquisitions with some financial experience is required.
- Bachelors degree in related field required, or 20 years or more applicable work experience and specialized knowledge in the areas requested above can be used as a substitute.
- Professional certification (DAWIA or equivalent) in the area of acquisition management or contracting, or certification

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attainment within 12 months of the anticipated award date.

1.3.8 DELIVERABLES

- (1) All technical deliverables under this effort, to include studies, analyses, presentations, and status reports, shall be factually accurate and complete, and in accordance with NAVSEA and Navy Standards/policy. The contractor shall provide all program management services and written deliverables at the highest professional quality and ensure they are delivered in accordance with agreed upon formats and dates/milestones.
- (2) Deliverables required on a routine basis are identified in Attachment 2. All other deliverables, and standards, shall be provided by the contractor as directed by the government.
- (3) All deliverables not identified in Attachment 2, will be given a priority rating as shown below:

LEVEL I - Deliverable is submitted to the government within two business days.

LEVEL II - Deliverable is submitted to the government within five business days.

LEVEL III - Deliverable is submitted to the government within ten business days.

When the contractor is notified of a request for a deliverable, they will be provided the associated ranking Level, the method of delivery, and to whom the delivery shall be made (and this may be multiple people). The date the government sends/issues the request will initiate the clock, with the submission (completion of action) being when the contractor releases the deliverable to the government (date stamp of incoming email message if emailed, or in the physical hand of the POC(s) to whom delivery is made).

- (4) All written deliverables must be fully compatible with Navy Marine Corps Intranet (NMCI) format for Microsoft applications such as Word, Excel, PowerPoint, Access, in addition to other application programs.
- (5) All services shall reflect innovative, technological, and management techniques employed to increase efficiencies and control costs.
- (6) This effort contains subcontracting to small businesses and/or subcategories of small business participation targets. The contractor shall report on the extent of their participation and status of meeting the goals specified in this order, quarterly to the Contracting Officer. Reporting may be in the contractor's own format but must provide the same information as that which is required when submitting an Electronic Subcontracting Reporting System (ESRS) participation report. In addition, the contractor shall provide a final subcontracting report to the Contracting Officer at the completion of the task order.

1.3.9 GOVERNMENT FURNISHED EQUIPMENT AND INFORMATION

- (1) Equipment, furniture, and supplies normally available in an office environment will be provided to contractor personnel who provide full-time support at the government site.
- (2) The government will provide access to data on various NAVSEA programs, systems, processes, and schedules to facilitate the contractor's support. The government will also provide access to subject matter experts, as necessary, to provide insight into the functions and tasks required.
- (3) No other GFE/GFI is currently anticipated to be provided.

1.4.0 NON-DISCLOSURE AGREEMENTS

This PWS may require the contractor to access data and information proprietary to a contractor or government agency and/or of such a nature that its dissemination or use, other than in performance of this PWS, would be adverse to the interests of the government and/or others.

The contractor, including subcontractors, and consultants, shall not divulge or release data or information developed or obtained in performance of this PWS except to authorized government personnel or upon written approval of the Contracting Officer or Task

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Order Monitor (TOM). The contractor shall not use, disclose, or reproduce proprietary data, which bears a restrictive legend, other than as required in the performance of this PWS. The limitations above do not apply to data or information that has been made public by the government. All products, deliverables and work produced, as well as associated back-up documentation, will be considered the property of the government. Contractor personnel shall sign Non-Disclosure Agreements and provide them to the Contracting Officer within ten days after personnel commence work.

2.0 TASKS:

The tasks below are integral to the execution of legacy, current, and future integrated combat systems, above water sensors, surface ship weapons, air and missile defense systems, undersea warfare systems, command and control systems, unmanned vehicles, navigation systems, and human systems integration, as well as training, open architecture, interoperability and Joint and Coalition initiatives.

2.1 - TASK 1 PROGRAM MANAGEMENT SERVICES PEO IWS FRONT OFFICE

The contractor shall provide executive, analytical, and management support services to Program Managers and their immediate staff. Specific support includes, but is not limited to, the following:

- a. Assist with the coordination and integration of the PEO IWS Front Office daily operations. This support involves records management, scheduling, and correspondence; short and long-term planning; deliverable tracking; task management and program management assistance; and maintaining and implementing approved standard operating procedures for the PEO IWS program office.
- b. Assist with the management and flow of information to and from the program office. This includes collecting and analyzing data; preparing/reviewing information and decision briefing; and preparing/reviewing issue papers, white papers, technical reports, study reports, requirements documentation, and providing recommended steps forward.
- c. Assist with strategic planning initiatives and business practices. The contractor shall analyze existing, or planned, strategic and business processes to ensure they meet program goals and objectives. The contractor shall conduct research and provide subject matter expertise to substantiate recommendations made to the government. In addition, the contractor shall, as needed, provide input for presentations, white papers, or other documentation and/or participate in meetings to share findings.
- d. As requested by the government, assist in the planning, development and execution of various front office special projects, for example, Continuity of Operations (COOP) and Enterprise Resource Planning (ERP).
- e. As requested by the government, coordinate Executive Level support and communication functions with Flag and SES level managers, Navy, DOD, Congress and other agencies and organizations. This support includes assisting with the preparation of planned and emergent documents/briefs; maintaining and monitoring weekly, daily, monthly calendars and schedules; and assisting with the preparation of public affairs actions, reports, and responses to inquiries and ad-hoc data calls for government issuance.
- f. As requested by the government, facilitate interactions between the program office and various agencies within and outside PEO IWS. This effort includes coordinating government participation at meetings, program reviews, site visits, and symposiums.
- g. Provide program administrative duties including graphic work, visual presentations, word processing, and assisting government personnel with the preparation of responses to internal NAVSEA requests. Prepare and forward security clearance documentation to the necessary offices, as requested by the government.
- h. Assist with the implementation of an information systems database for control of all Program Office correspondence, and maintain this database. This database shall track correspondence reporting and the tracking of documents for signature. As requested, the contractor shall monitor program plans, and provide independent validation and verification of internal program assessments and program progress indicators. The contractor shall monitor program changes, provide possible alternatives to meeting program goals, and provide program impact assessments if status quo were to be maintained.
- i. As identified by the government, coordinate and facilitate Integrated Product Teams (IPT), special advisory boards, off-sites, working groups, and internal and external audit teams.
- j. Assist the government with Congressional Liaisons coordination (PEO, NAVSEA, OPNAV, ASN, FMB and Congressional staff). The contractor shall perform administrative duties, including the coordination and consolidation of inputs for responses to

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address Congressional inquiries, issues and concerns, and technical reviews for public release. In addition, the contractor shall provide recommendations, in addition to coordinating and consolidating information, for responses to Congressional, DoD, other Government agency, or industry inquiries.

k. As requested by the government, research current legislative policy/procedures and provide historical data for PEO IWS programs, platforms, and combat systems. Track weekly congressional documentation, update Public Affairs Office (PAO) information and assist with the development of the annual Congressional briefing review(s).

2.2 - TASK 2 - PROGRAM MANAGEMENT SERVICES DASN SHIPS

The contractor shall provide support to DASN Ships, and the DASN Ships staff. Tasks include, but are not limited to:

- a. Assist the government with Milestone and Gate review preparation; assist with the development and review of Acquisition program documentation including but not limited to, Selected Acquisition Report (SAR), Simplified Acquisition Management Plan (SAMP), Acquisition Program Baseline (APB), Defense Acquisition Executive Summary (DAES), Acquisition Strategy (AS), Command, Control, Communications, Computers and Intelligence Support Plan (C4ISP), and Systems Engineering Plan (SEP). Assist the government in the review of ad hoc programs and perform special studies and analyses. While special studies and analyses are not currently defined, these studies will be applicable to Program Management and Acquisition tasks associated with the DASN Ships programs. The contractor shall prepare draft responses to Congressional inquiries for review and finalization by the government, executive-level summary documentation for DASN Ships and ASN (DA), Executive Committee (EXCOMM) preparation, and action item tracking/management as required.
- b. The contractor shall assist with synthesizing top-level DASN Ships cooperative strategies; provide financial management, project management and systems engineering; and identify, assess, and recommend cooperative opportunities like the Maritime Theater Missile Defense Forum and provide recommended steps forward. The contractor shall review and assess technology transition documentation; review and promote cooperative interoperability opportunities across DASN Ships; and collaborate with Navy International Programs Office, OPNAV program sponsors, PEO IWS, SEA 05, NSWC activities, Naval Air and Missile Defense Command and other organizations as requested by the government.
- c. Assist the government with Strategic Planning/Technical Management/Engineering activities in support of programmatic efforts of Ship Self-Defense, Missile Defense, Undersea Warfare, and Surface Warfare.
- d. Assist the government with Test and Evaluation (T&E) activities, to include participation in Enterprise Working Groups, review of Test and Evaluation Master Plans (TEMP), and review and analysis of test reports.
- e. The contractor shall provide daily Executive Level support with Flag and SES level managers. This support shall include the preparation of planned and emergent incoming correspondence, reports, instructions, action item tracking, daily office administration (filing, routing, calendar management), and in-processing of government visitor requests and Pentagon access requests.

2.3 - TASK 3 PROGRAM MANAGEMENT AND TECHNICAL SERVICES PEO IWS TECHNOLOGY TRANSITION

The contractor shall provide support to the PEO IWS Technology Transition Director (PEO IWS CT/7T). Tasks include, but are not limited to:

- a. The contractor shall provide technical and administrative support to the Technology Transition Director. The contractor shall coordinate interactions, as needed, between the program office and the Technology Community to assist in identifying, developing, demonstrating, and transitioning advanced technology for the PEO IWS Technology Program.
- b. As requested by the government, the contractor shall assist with the preparation of the PEO IWS Technology Master Plan. The contractor shall consolidate inputs and generate draft PEO IWS Instructions related to technology transition, highlights, and presentations for government review and finalization. The contractor shall support continuous updates of the PEO IWS Technology Information Center, and organize, host, and execute related support of RDT&E, N program review efforts as identified by PEO IWS.

2.4 - TASK 4 PROGRAM MANAGEMENT SERVICES PEO IWS CORPORATE OPERATIONS

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The contractor shall provide support to PEO IWS Corporate Operations Directorate. Tasks include, but are not limited to:

- a. The contractor shall assist the government with implementation and maintenance of a human resources information system for control of all Program Office human resources documentation. The contractor shall develop an IWS master staffing plan and organizational charts. The contractor shall assist with recruitment events by creating and producing necessary recruiting materials, scheduling and organizing the event itself, etc. The contractor shall be responsible for maintaining and updating the Position Description library, job crediting plans and vacancy announcement flyers with the input provided by the government.
- b. The contractor shall complete program administrative duties to support special project and studies including, but not limited to: Base Realignment and Closure (BRAC), organizational competency alignment, and Organizational/Human Capital Optimization.
- c. As requested by the government, provide Workforce Administration Management Organization (WAMO) coordination and analyze and recommend steps for continuous improvement of the Organization/Optimization process. The contractor shall also provide assistance with the distribution and analysis of data from surveys, and data collection for the PEO IWS program office.
- d. The contractor shall provide site planning assessments and guest/logistics coordination at PEO IWS events, as required.
- e. As requested by the government, the contractor shall process Requests for Personnel Actions (RPAs), awards, recruitment actions, clearance level changes, promotions, reassignments, and monitor the Civilian Award Budget.
- f. The contractor shall establish and maintain an effective system to track status of Defense Acquisition Workforce Improvement Act (DAWIA) certification training. The contractor shall provide DAWIA course/continuous learning announcements and update personnel training metrics, in addition to processing requests for training (SF182) and monitoring the PEO IWS training budget.
- g. As requested by the government, develop a system to analyze and report on human resource metrics; technical briefs; and enterprise-wide reports, including recruitment, training, awards, leave availability, promotions, overtime, departures, retirements, and diversity programs. This system shall track short and long range milestones such as: Individual Leadership Development Plan (ILDLP) submission; performance appraisal submission; training milestones; award submission milestones; and others areas as appropriate. The contractor shall also assist the government with Enterprise Resource Planning (ER) workflow activities.
- h. Provide administrative program support and wireless coordination for cell phone(s), black-blue berry(s), pagers, international cell phone(s), and monitor budget for wireless telecommunications.
- i. The contractor shall coordinate and monitor IWS WNY NMCI SEAT management needs, furniture coordination activities, block move, floor diagrams, NMCI moves, seat changes, and LAN management. The contractor shall also coordinate furniture requirements and moves, and monitor the budgets associated with these areas.
- j. Assist the NMCI/GEN Chief Information Officer (CIO) for PEO IWS by reviewing and reporting on the compliance of information systems policies, certification and accreditations. The contractor shall also provide assistance in the development and implementation of Enterprise Resource Planning (ERP), in addition to developing and maintaining an effective system to troubleshoot IT technical issues. The contractor shall recommend solutions for areas that consistently pose problems, for government review, acceptance and implementation.
- k. The contractor shall assist with the organizing of government travel and the completion of Defense Travel System (DTS) documentation/activities.

2.5 - TASK 5 BUSINESS AND FINANCIAL MANAGEMENT SERVICES CHIEF FINANCIAL OFFICER

The contractor shall provide support to PEO IWS Chief Financial Officer (CFO). The contractor shall provide business and financial management support to the Business Financial Manager and Program Manager in the cost estimating, planning, programming, budgeting, and execution of PEO IWS Programs. Tasks include, but are not limited to:

- a. Support of the CFO by providing financial and management services using NAVSEA financial tools in the area of budget, execution, and reporting. The contractor shall assist with programming, planning and budget management activities, and shall monitor budget execution activities for accuracy. The contractor shall also develop routine and emergent funding execution documents as needed.
- b. The contractor shall provide statutory and regulatory financial reporting using the latest software or web enabled process to

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complete the reports. The contractor shall also maintain financial history and related documents, and research and provide possible recommendations for financial issues that confront the Program Office.

c. As requested by the government, the contractor shall research and provide recommendations/input into the development of briefings and/or program integration reviews, track audits/investigations, and shall maintain an internal management control certification process.

d. The contractor shall assist the government with the development of the Corporate Operating Fund (COF) budget. The contractor shall assess cost changes and determine if sufficient resources are available to fund CFO requirements. The contractor shall also participate in technical and programmatic assessments of budget exhibits, for various appropriations, in support of DON, OSD, and President's Budget submissions

e. The contractor shall update, consolidate, and track Task Planning Sheets (TPS) across all programs, including mapping requirements to correct appropriations and Work Breakdown Structure (WBS) based on the type of work.

f. As requested by the government, research and provide findings to questions posed by the NAVSEA Comptroller and higher-level authority. Provide assistance to support rapid response for reclaims, briefings, impact analyses and time sensitive inputs.

g. As requested by the government, the contractor shall research and develop PEO BFM guidance and procedures for POM/PR, Congressional reports, and funding requirements for Combat Systems, Integration and equipment procurement for funds received from including but not limited to, Program Managers and other external organizations.

h. The contractor shall track commitments, obligations, and expenditures to assist in assessing whether or not activities are meeting periodic targets, midyear targets; un-obligated balances, and develop financial reports for all funds used in the accomplishment of Program Office efforts.

i. The contractor shall assist the government with the management of budget account allocations from the NAVSEA Comptroller to PRISMS. The contractor shall provide assistance with financial execution metrics, quarterly procurement metrics, appropriation and obligation/expenditure reconciliation.

j. The contractor shall assist the government with reconciliation of assigned contracts to STARS and paying office records. The contractor shall recommend corrective action for those contracts that reflect conflicting data. The contractor shall assist the government with the reconciliation of all funding documents, resulting in matching disbursements, in all financial management systems (i.e STARS, COBRA, PRISMS, AUTODOC).

k. The contractor shall assist the government with their reconciliation of Negative Un-liquidated Obligations (NULOs), and shall prepare all back-up documentation to justify the corrections needed on assigned NULOs.

l. As requested by the government, assist with financial programming for the official NAVSEA financial database called (PRISMS). The contractor shall provide bi-weekly reports from the PRISMS database of Program Acquisition Resource Manager (PARM) financial execution status, and develop financial worksheets for distribution throughout the PEO. The contractor shall also provide subject matter expertise during the ER transition.

m. The contractor shall assist the government with the preparation of new Procurement Request (PR) packages, contract modifications, and other related financial documents. The contractor shall assist the government with the contract close-out activities. The contractor shall also assist with internal procurement activities, contract guidance, and policy development as requested.

2.6 - TASK 6 ACQUISITION MANAGEMENT SERVICES

The contractor shall provide support to the PEO IWS Acquisition Officer. The contractor shall provide contract management support to PEO IWS in the efforts of maintaining contract databases, data management instructions, plans, reports, presentations, and action item listings. Tasks include, but are not limited to:

a. The contractor shall assist the government with reconciling contract and financial data for use in leadership decision meetings. The contractor shall maintain detailed reports that capture financial status of each contract, and assist the government with ensuring procurement documentation is in compliance with DOD directives.

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- c. The contractor shall provide strategic analysis, recommendations, and innovative solutions for new initiatives and best practices. The contractor shall assist the government in the preparation of acquisition, program, and system life-cycle management documentation. As requested by the government, the contractor shall provide strategic overview assessments and trend analysis of acquisition execution, employee professional development, and work force flexibility in QERs.
- d. The contractor shall provide recommendations for Program Office Milestones and verify that program documentation is in compliance with government and DOD directives. The contractor shall maintain and update documentation, after concurrence for the government, residing in the Defense Acquisition Management Information Resource (DAMIR) and/or DASHBOARD.
- e. As requested by the government, the contractor shall organize and facilitate IPTs, special advisory boards, off-sites, working groups, and audit teams within the acquisition program management area. The contractor shall coordinate and draft program briefs, reports, correspondence and other program specific documentation for government review, and perform action items as required. The contractor shall also provide recommendations for the planning and execution of procurement and contractual documentation.
- f. As requested by the government, provide program support for reviews, conferences, briefings and other meetings to include, but not limited to Integrated Baseline Reviews (IBRs), Analysis of Alternative (AoA) guidance development and studies, and ASN (DA) Portfolio Sufficiency Reviews. In addition, provide program support for Milestone Decision Authority (MDA), and Defense Acquisition Board (DAB) Reviews and ASN (DA) Gate Reviews.
- g. The contractor shall evaluate the program Industrial Base analysis, assess alternative industrial partnerships to support PEO (IWS)-wide business base, and evaluate program schedules and perform critical path analysis and provide recommended steps forward.
- h. The contractor shall assist the government, as requested, with integrating Environmental, Safety and Health requirements (ESH) with the DOD acquisition process in the PEO IWS program processes.
- i. As requested by the government, provide recommendations on cost realism; provide inputs to independent cost estimates methodology; analyze, evaluate and provide recommendations for Total Ownership Cost (TOC), and PLCCE evaluations and associated management plans
- j. As requested by the government, evaluate program office estimates at completion (EAC), and perform evaluations for program cost/performance trade off studies and risk assessments.
- k. The contractor shall assist the government with the implementation of Earned Value Management (EVM) tools to track program cost and schedule assessments. The contractor shall stay abreast of EVM policy changes, assess any program impacts resulting from policy guidance changes, and report those changes and potential impacts to the government.
- l. As requested by the government, the contractor shall assist with the development of the PEO IWS Program Measurement Plan and strategic measures for IWS Portfolio Measurements (initial, interim and final versions.)
- m. The contractor shall coordinate to obtain the appropriate financial and contract information for the Quarter Execution Review (QER). The contractor shall further support the QER process by validating the data with respect to DoD, Navy, or PEO acquisition program requirements, policies and processes. The contractor shall assist the government in the quarterly execution of QER, including the IWS Metric portfolio, program exception reports, integration reviews, lessons learned comments, and post QER analysis and process.
- n. The contractor shall assist the government with initiating continuous process improvement policies and procedures, including reporting on any monetary investment necessary and the expected effectiveness of those proposed policies and procedures in aiding the decision making process.
- o. The contractor shall develop and execute a support system that optimizes data collection and presentation for portfolio users and reviewers, including training, information packages, tool kits, and program execution aids.
- p. The contractor shall provide life-cycle procurement expertise for the development and review of acquisition strategies and contract management. The contractor shall provide procurement business advice, prepare contract administration tools, and other contract support functions as needed.

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q. As requested by the government, provide assistance for the development of documentation needed for the Milestone and Gate review; develop, review and assist with Acquisition program documentation including, Selected Acquisition Report (SAR), Simplified Acquisition Management Plan (SAMP), Acquisition Program Baseline (APB), Defense Acquisition Executive Summary (DAES), Acquisition Strategy (AS), Command, Control, Communications, Computers and Intelligence Support Plan (C4ISP), and Systems Engineering Plan (SEP). Conduct ad hoc program reviews and perform special studies and analyses as requested by the government. While not currently defined, these studies will be applicable to Program management and Acquisition tasks associated with the IWS portfolio of programs.

Service Delivery Summary

Task	Performance Objective	Performance Standard	AQL	Method of Evaluation	Frequency of Review
All Tasks, Deliverables	Timely deliverables that require minimal re-work	Timeliness and accuracy	(at each milestone) - Deliverables are submitted NLT two (2) working days after the set delivery date - Only minor corrections are needed (spelling, miscalculations, formatting, etc.) (yearly) - Deliverables are submitted on the set date 95% of the time - Corrections to documents are required only 10% of the time	COR evaluation of deliverables received, in accordance with established completion schedule	At each delivery milestone and once annually
All Tasks, Key Personnel	Stability of Key Personnel supporting the contract while maintaining quality of Key Personnel positions	Quantity and Quality	- Turnover rate for Key Personnel is less than 25% annually - Key Personnel positions are unfilled no more than 30 calendar days. - Key Personnel substitutions require no more than two (2) resume reviews by the government for acceptance	COR review and evaluation of turnover, unfilled positions, and substitution data.	Annually
All Tasks, All Personnel	Availability of qualified contractor staff to fulfill requirements	Quantity and Quality	- Based upon an average of the quarterly review yearly, the contractor's staffing rate should be 95% or higher - Replacement of staff due to lack of capability is no more than 10% of the total staff number	COR review of staffing plan against actual invoiced staffing	Quarterly monitored for annual result

CLAUSES

HQ C-1-0001 DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List/DD Form 1423, included as Attachment 4.

HQ C-2-0002 ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE (NAVSEA) (JUN 1994)

(a) Performance under this contract may require that the Contractor have access to technical data, computer software, or other sensitive data of another party who asserts that such data or software is proprietary. If access to such data or software is required or to be provided, the contractor shall enter into a written agreement with such party prior to gaining access to such data or software. The agreement shall address, at a minimum, (1) access to, and use of, the proprietary data or software exclusively for the purposes of performance of the work required by this contract, and (2) safeguards to protect such data or software from unauthorized use or disclosure for so long as the data or software remains proprietary. In addition, the agreement shall not impose any limitation upon the Government or its employees with respect to such data or software. A copy of the executed agreement shall be provided to the Contracting Officer. The government may unilaterally modify the contract to list those third parties with which the contractor has agreement(s).

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(b) The contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

(c) The restrictions on use and disclosure of the data and software described above also apply to such information received from the government through any means to which the Contractor has access in the performance of this contract that contains proprietary or other restrictive markings.

(d) The contractor agrees that it will promptly notify the Contracting Officer of any attempt by an individual, company, or government representative not directly involved in the effort to be performed under this contract to gain access to such proprietary information. Such notification shall include the name and organization of the individual, company, or government representative seeking access to such information.

(e) The contractor shall include this requirement in subcontracts of any tier which involve access to information covered by paragraph (a), substituting "subcontractor" for "Contractor" where appropriate.

(f) Compliance with this requirement is a material requirement of this contract.

HQ C-2-0011 COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT (NAVSEA) (APR 2004)

(a) The Contractor agrees to test for viruses all computer software and/or computer databases, as defined in the clause entitled "RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION" (DFARS 252.227-7014), before delivery of that computer software or computer database in whatever media and on whatever system the software is delivered. The Contractor warrants that any such computer software and/or computer database will be free of viruses when delivered.

(b) The Contractor agrees to test any computer software and/or computer database(s) received from the Government for viruses prior to use under this contract.

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which it is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event that there is any routine to disable the computer software or computer database after the software is developed for or delivered to the Government, that routine shall not disable the computer software or computer database until at least twenty-five calendar years after the delivery date of the affected computer software or computer database to the Government.

(d) No copy protection devices or systems shall be used in any computer software or computer database delivered under this contract to restrict or limit the Government from making copies. This does not prohibit license agreements from specifying the maximum amount of copies that can be made.

(e) 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.

(f) 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.

HQ C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (MAR 2001)

(a) Performance of this contract by the contractor shall be conducted and performed in accordance with detailed obligations to

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which the contractor committed itself in Proposal TBD dated TBD in response to NAVSEA Solicitation No. N00024-10-R-3057.

(b) The technical volume(s) of the contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to contractors or prospective contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the government will not be obligated to provide to the contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES" (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

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 contract 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 contract, 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 contract may create a potential organizational conflict of interest on the instant contract 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 contract shall be limited as described below in accordance

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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 contract. Such information includes, but is not 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 contract. This prohibition shall expire after a period of three years after completion of performance of this contract.

(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 contract and for a period of three years after completion of performance of this contract, the contractor, 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 subsequently merge or affiliate, or any other successor or assign of the contractor, shall not furnish to the United States Government, either as a prime contractor or as a subcontractor, or as a consultant to a prime contractor or subcontractor, any system, component or services which is the subject of the work to be performed under this contract. This exclusion does not apply to any recompetition for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(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 contract 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 contract or becomes, or should become, aware of an organizational conflict of interest after award of this contract and does not make an immediate and full disclosure in writing to the Contracting Officer, the government may terminate this contract 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 contract 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 contract; 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 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

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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 contract.

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

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

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

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

The support contractor not disclose any information;

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

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

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

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

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

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SECTION D PACKAGING AND MARKING

APPLICABLE TO ALL ITEMS

All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below.

DATA PACKAGING LANGUAGE

All unclassified data shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

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

Name TBD

PEO IWS-F

1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5 Inspection of Service Cost-Reimbursement APR 1984

CLAUSES INCORPORATED BY FULL TEXT

HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

HQ E-1-0007 INSPECTION AND ACCEPTANCE LANGUAGE FOR LOE SERVICES

All 4000 level CLINs - Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the government at the destination.

**Note that the COR is the TOM identified in Section G of this Task Order.*

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)

Introduction. This QASP sets forth the guidelines and processes the government will employ to ensure the contractor achieves the required standard of performance, as it relates to the carrying out of the tasks described in the performance work statement (PWS). This QASP contains a Service Delivery Summary (SDS) that summarizes the performance objectives, identifies the performance standards, and states how performance will be evaluated. The SDS identifies those services considered most important for mission accomplishment and the minimum acceptable performance level.

This QASP is a "living document" and the government may review and revise it on a regular basis. However, the government shall coordinate changes with the contractor. Updates shall ensure that the QASP remains a valid, useful, and enforceable document.

Purpose. The QASP provides a means for the government to determine if the contractor is meeting the specified performance standards.

Roles and Responsibilities. The government will monitor contractor performance on a continuing basis, throughout the period of performance. The government may elect to monitor contractor performance through the use of a surveillance team or assign the responsibility to one individual. The surveillance team may consist of the following members: Contracting Officer, Task Order Monitor (TOM)(primary), and other government staff or Components.

Performance will be assessed by the members of the surveillance team, and this information will be used to rate the contractor's performance. Information will be recorded in the project file and will be input in the Contractor Performance Assessment Reporting System (CPARS). CPARS is the DOD Enterprise Solution for collection of Past Performance Information (PPI). CPARS is a web-enabled application that collects and manages contractor quality/performance, in essence a "report card". Information on CPARS can be found at www.cpars.csd.disa.mil <<http://www.cpars.csd.disa.mil>> .

The contractor is responsible for the management of their personnel and quality control, and fulfilling the terms of the order in a timely manner with quality services and products.

Service Delivery Summary (SDS). The SDS at the end of this document summarizes the expected service objectives (outcomes) and identifies the metrics that will be used to determine whether the outcomes are achieved at the appropriate levels of performance. In determining the evaluation criteria, the government has considered what the contract specifically calls for, how performance can be surveyed, and if the proposed method of surveillance is adequate to ensure the required level of performance has been achieved.

The contractor's performance will be a factor affecting application of the plan, i.e., surveillance frequency may be increased or decreased based on contractor demonstrated and documented performance. The government will monitor the contractor's performance using the surveillance methods identified in the SDS, but may choose to change or add methods from the list described below if performance requires closer surveying.

The government retains the right to inspect any item performed or delivered under this effort, to include required tasks not shown in the SDS. In addition, the government reserves the right to add new, delete existing, or change any of the existing tasks identified in

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the SDS if the contractor's performance in any area of this effort is less than satisfactory. These items will be inspected using one or more of the surveillance methods described below and will be documented by the TOM. If necessary, findings will be provided to the Contracting Officer for action. The Contracting Officer will handle each documented discrepancy on a case-by-case basis.

- *One Hundred Percent Inspection.* One hundred percent (100%) Inspection is inspection of a requirement every time it occurs.
- *Periodic Surveillance.* Periodic surveillance inspection is the type of surveillance that is based upon selecting samples for evaluation on other than 100% inspection or on a statistically random basis. Selecting this tool to determine a contractor's compliance to contract requirements can be quite effective and allows the TOM to establish confidence or lack of confidence in the contractor while not consuming a significant amount of time. An example of periodic surveillance is weekly inspections when the TOM chooses the location and time in other than a statistically random basis.
- *Sampling.* This is the most appropriate method for frequently recurring tasks. Random sampling is done to determine whether to accept or reject the contractor's performance of the total lot of a particular task for a given period of time, using the premise that the statistically selected sample is representative of the entire lot. Sampling may be spot, periodic or random.
- *Inspection/Review.* This surveillance type is preferred for those tasks that occur infrequently. It is also used frequently for those tasks having very stringent performance requirements. When this type of surveillance is used, the COR must inspect and evaluate the contractor's performance each time it is performed to determine acceptability. This type of surveillance consists of the evaluation of samples selected on other than a 100% or statistically random basis. The results of periodic surveillance inspections may be used as the basis for actions against the contractor. In such cases the Inspection of Services clause becomes the basis for the contracting officer's actions. This will be done more frequently at the beginning of the contract, and is expected to decrease as standards are consistently met, but may increase if performance falls below standard.
- *Customer Feedback.* Periodically, or as offered by Components, feedback will be gathered and documented in regards to contractor performance. This information may be obtained by means of a formal inquiry/survey or monitored by customer complaints. Customer complaints, to be considered valid, will be detailed in writing explaining the nature of the complaint, be signed, and submitted to the COR. The COR will coordinate with the KO as needed for resolution, and will include all documentation in the contract file.

Evaluation Methodology. This QASP comprehensively guides the surveillance team's activities and has been developed in a format to ensure ease of understanding and implementation. For each performance objective in the SDS, the specific methods of surveillance, and performance thresholds are shown in the SDS Summary. The methodology described shall be used as the basis for performing surveillance of the respective performance objectives.

Evaluation of the contractor's performance in meetings the identified standards will be evaluated using an adjectival scheme, as identified below.

EXCEPTIONAL	Performance significantly exceeds contract requirements to the Government's benefit.
VERY GOOD	Performance exceeds some contract requirements to the Government's benefit.
SATISFACTORY	Performance meets contractual requirements.
MARGINAL	Performance does not meet some contractual requirements.
UNSATISFACTORY	Performance does not meet contractual requirements.

Established Procedures. Each contractor assessment shall follow an established procedure for surveillance, recording, reporting and follow-up, outlined as follows:

- The frequency of surveillance will be in accordance with the schedule identified in the SDS.
- Surveillance will be performed in accordance with the SDS and results and comments recorded in the contract file (the TOM will place in their file and also forward a copy to the Contracting Officer). The TOM may use the Performance Report included as Attachment 13 of this document for this reporting or generate their own format.
- The government will have five working days to accept or reject submissions in writing, and notify the contractor of the acceptance or the cause of the rejection. The contractor shall then have five working days to correct the deficiency and resubmit.
- Performance/non-performance for particular tasks will be recorded and filed, and addressed with the Contracting Officer if agreement is not reached between the TOM and contractor for how to resolve any non-performance incidences. If no deficiency exists in contractor performance, no action is required.

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e. If the contractor's performance does not meet the specified criteria, the course of action will be dependent on the severity/impact/frequency of the deficiency. Re-work shall be the first action the contractor shall employ to resolve deficiencies. When the TOM determines a deficiency is not government related and is significant to the performance of the contract, a DD Form 2772, Contract Discrepancy Report (CDR) may be initiated. The TOM will complete blocks 1 through 6 of the form and send it to the Contracting Officer. The Contracting Officer will evaluate the validity of the CDR and if appropriate, sign and send it to the contractor to complete blocks 9 and 10. The contractor shall return the CDR to the Contracting Officer within 5 calendar days of receipt. Upon receipt of the contractor's response, the Contracting Officer, in consultation with the TOM, will evaluate the contractor's response and take the appropriate action. The contracting officer must document the evaluation (in block 11) and action taken (in block 12) on the CDR.

f. When corrective action is reported by the contractor, the TOM will follow up with additional surveillance to verify implementation.

In-Process Reviews (IPRs). The government may schedule In-Process Reviews (IPRs) regularly, or as needed, during the performance of the effort. The purpose of the IPRs will be to discuss status of efforts, concerns or issues, etc. The contractor shall be required to record minutes of all IPRs and submit them to the TOM NLT five (5) business days after the meeting.

Service Delivery Summary

Task	Performance Objective	Performance Standard	AQL	Method of Evaluation	Frequency of Review
All Tasks, Deliverables	Timely deliverables that require minimal re-work	Timeliness and accuracy	(at each milestone) - Deliverables are submitted NLT two (2) working days after the set delivery date - Only minor corrections are needed (spelling, miscalculations, formatting, etc.) (yearly) - Deliverables are submitted on the set date 95% of the time - Corrections to documents are required only 10% of the time	COR evaluation of deliverables received, in accordance with established completion schedule	At each delivery milestone and once annually
All Tasks, Key Personnel	Stability of Key Personnel supporting the contract while maintaining quality of Key Personnel positions	Quantity and Quality	- Turnover rate for Key Personnel is less than 25% annually - Key Personnel positions are unfilled no more than 30 calendar days. - Key Personnel substitutions require no more than two (2) resume reviews by the government for acceptance	COR review and evaluation of turnover, unfilled positions, and substitution data.	Annually
All Tasks, All Personnel	Availability of qualified contractor staff to fulfill requirements	Quantity and Quality	- Based upon an average of the quarterly review yearly, the contractor's staffing rate should be 95% or higher - Replacement of staff due to lack of capability is no more than 10% of the total staff number	COR review of staffing plan against actual invoiced staffing	Quarterly monitored for annual result

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SECTION F DELIVERABLES OR PERFORMANCE

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

The contractor shall perform the work described in SECTION C, at the level of effort specified in SECTION B, as follows:

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

4000	6/30/2010 - 6/29/2011
6000	6/30/2010 - 6/29/2011

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

4001	6/30/2010 - 6/29/2011
4100	6/30/2011 - 6/29/2012
4101	6/30/2011 - 6/29/2012
4200	6/30/2012 - 6/29/2013
4201	6/30/2012 - 6/29/2013
4300	6/30/2013 - 6/29/2014
4301	6/30/2013 - 6/29/2014
4400	6/30/2014 - 6/29/2015
4401	6/30/2014 - 6/29/2015
6100	6/30/2011 - 6/29/2012
6200	6/30/2012 - 6/29/2013
6300	6/30/2013 - 6/29/2014
6400	6/30/2014 - 6/29/2015

Services to be performed hereunder will be provided at: See Section C.

HQ F-2-0003 DATA DELIVERY LANGUAGE FOR SERVICES ONLY PROCUREMENTS

All data to be furnished under this contract shall be delivered prepaid to the destination(s) and at the time (s) specified on the Contract Data Requirements List(s), DD Form 1423.

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984
52.247-34 F.O.B Destination (Nov 1991)

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PERIOD OF PERFORMANCE

Base Period: Date of Task Order award through 12 months thereafter.

Option Periods: Four one year option periods available, the period of performance for the options are from the date the option is exercised through 12 months thereafter.

For proposal purposes, the estimated date of Task Order award is 30 June 2010. The government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE

252.232-7003 Electronic Submission of Payment Requests and Receiving Reports (MAR 2008)

CLAUSES INCORPORATED BY FULL TEXT

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall—

- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
- (b) Separately identify a payment amount for each contract line item included in the payment request.

HQ G-2-0002 CONTRACT ADMINISTRATION DATA

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF 26 or SF 33, as applicable.

TBD

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

CONTRACTING OFFICER'S
REPRESENTATIVE:

COMMANDER
ATTN: Trudi Harrison, IWS-F
NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE SE
WASHINGTON NAVY YARD DC 20376-2040
Telephone No. 202/781-3051

Email Address: trudi.harrison@navy.mil

The contractor shall forward a copy of all invoices to the Contracting Officer's Representative.

HQ G-2-0007 INVOICE INSTRUCTIONS (NAVSEA) (SEP 2009)

(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

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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 documentation is available under Resources at <http://wawftraining.com>.

(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(s) (*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 (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	<u>N00024</u>
Admin DODAAC	<u>TBD</u>
Pay Office DODAAC	<u>TBD</u>
Inspector DODAAC	<u>N00024</u>
Service Acceptor DODAAC	<u>N00024</u>

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Service Approver DODAAC	<u>N00024</u>
Ship To DODAAC	<u>N00024</u>
DCAA Auditor DODAAC	<u>TBD</u>
LPO DODAAC	<u>N/A</u>
Inspection Location	<u>N00024</u>
Acceptance Location	<u>See Section E</u>

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.

(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:
TBD

(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 NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

POINTS OF CONTACT

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
 Attn: Andrew Morgan, SEA 02
 1333 Isaac Hull Avenue, SE
 Washington Navy Yard, DC 20376
 Telephone: 202-781-2910
 e-mail: andrew.s.morgan@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command

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Attn: TBD

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: 202-781-XXXX

e-mail: *TBD*

**Note that the POR is the Contract Specialist*

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command

Attn: Stephanie Bengert

1333 Isaac Hull Avenue, SE

Washington Navy Yard, DC 20376

Telephone: 202-781-5290

e-mail: stephanie.benger@navy.mil

ADMINISTRATIVE CONTRACTING OFFICER (ACO)

TBD

NOTE: The government reserves the right to unilaterally change the points of contact at anytime.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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 499,200 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.

(b) Of the total man-hours of direct labor set forth above, it is estimated that <<**THE SUCCESSFUL OFFEROR'S PROPOSED HOURS FOR UNCOMPENSATED EFFORT WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER**>> 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 nonwork 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 <<**THE SUCCESSFUL OFFEROR'S PROPOSED "BURN" RATE WILL BE INCORPORATED HERE BY THE GOVERNMENT UPON AWARD OF TASK ORDER**>> 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 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

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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:

Fee Reduction = Fee (Required LOE - Expended LOE) / Required LOE or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR52.232-20) 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 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 manhours up to five percent in excess of the total manhours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the

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estimated cost or fee is required.

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008) (*Applicable to CLINs 4000 and 6000, Option CLINs (if exercised) 4100, 4200, 4300, 4400 and 6100, 6200, 6300, 6400*)

(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:

ITEM	ALLOTTED TO COST	ALLOTTED TO FIXED FEE	CPFF	EST POP
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TBD FOR ALL COLUMNS

(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 task order 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) CLIN(s)/SLIN(s) are fully funded and performance under CLIN(s)/SLIN(s) is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(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 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

(d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification

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Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:

- (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
- (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

(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) All proposed substitutes 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 forty-five (45) days, or ninety (90) 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; and (3) 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.

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

52.204-9 Personal Identity Verification of Contractor Personnel (Sep 2007)
52.222-54 Employment Eligibility Verification (Jan 2009)
52.223-5 Pollution Prevention and Right-to-Know Information (Aug 2003)
52.223-10 Waste Reduction Program (Aug 2000)
52.232-20 Limitation of Cost (APR 1984)
52.232-22 Limitation of Funds (APR 1984)
52.237-2 Protection of Government Buildings, Equipment, and Vegetation (Apr 1984)
52.245-1 Government Property (June 2007)

All clauses incorporated by reference in the basic IDIQ contract apply to this task order, as applicable.

NOTE: Regarding 52.244-2 -- SUBCONTRACTS (JUNE 2007) - ALTERNATIVE I (JUNE 2007), teaming arrangements with any firm not included in the contractor's basic IDIQ contract must be submitted to the basic MAC Contracting Officer for approval. Team member (subcontractor) additions after task order award must be approved by the task order contracting officer.

CLAUSES INCORPORATED BY FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost-Plus-Fixed-Fee (CPFF) type task order which includes one (1) one-year base period and four (4) one-year Option periods, for a maximum of five (5) years total length.

52.217-9 OPTION TO EXTEND THE TERM 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.

LABOR

4001 - Within One Year after contract award (surge)
4100 - One Year after contract award
4101 - One Year after contract award (surge)
4200 - Two Years after contract award
4201 - Two Years after contract award (surge)
4300 - Three Years after contract award
4301 - Three Years after contract award (surge)

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- 4400 - Four Years after contract award
- 4401 - Four Years after contract award (surge)

ODCs

- 6100 - One Year after contract award
- 6200 - Two Years after contract award
- 6300 - Three Years after contract award
- 6400 - Four Years after contract award

The government's issuance of a task order modification that exercises an option will serve as notice to the contractor of the government's intent to exercise that option.

(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.

52.244-2 Subcontracts (June 2007)

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

“Approved purchasing system” means a Contractor’s purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR)

“Consent to subcontract” means the Contracting Officer’s written consent for the Contractor to enter into a particular subcontract.

“Subcontract” means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (c) or (d) of this clause.

(c) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that-

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type; or

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(2) Is fixed-price and exceeds—

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(d) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

TBD

(e)(1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (b), (c), or (d) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting -

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required;

(D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

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(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) The Contractor is not required to notify the Contracting Officer in advance of entering into any subcontract for which consent is not required under paragraph (b), (c), or (d) of this clause.

(f) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination -

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(g) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c)(4)(i).

(h) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(i) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(j) Paragraphs (c) and (e) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

**252.222-7999 ADDITIONAL REQUIREMENTS AND RESPONSIBILITIES
RESTRICTING THE USE OF MANDATORY ARBITRATION AGREEMENTS
(DEVIATION)**

(a) Definitions.

"Covered subcontract," as used in this clause, means any subcontract, except a subcontract for the acquisition of commercial items or commercially available off-the-shelf items, that is in excess of \$1 million and use Fiscal Year 2010 funds.

(b) The Contractor -

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(1) Agrees not to-

(i) Enter into any agreement with any of its employees or independent contractor that requires, as a condition of employment, that the employee or independent contractor agree to resolve through arbitration any claim under title VII of the Civil Right Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction of emotional distress, false imprisonment, or negligent hiring, supervision, or retention; or

(ii) Take any action to enforce any provision or an existing agreement with an employee or independent contractor that mandates that that employee or independent contractor resolve through arbitration any claim under title VII of the Civil Right Act of 1964 or any tort related to or arising out of sexual assault or harassment, including assault and battery, intentional infliction or emotional distress, false imprisonment, or negligent hiring, supervision, or retention; and

(2) Certifies, by signature of the contract, for contracts awarded after June 17, 2010, that it requires each covered subcontractor to agree not to enter into, and not to take any action to enforce any provision of any agreements, as described in paragraph (b)(1) of this clause, with respect to any employee or independent contractor performing work related to such subcontract.

(c) The prohibitions of this clause do not apply with respect to a Contractor's or subcontractor's agreements with employees or independent contractors that may not be enforced in a court of the United States.

(d) The Secretary of Defense may waive the applicability of the restrictions of paragraph (b) to the Contractor or a particular subcontractor for the purposes of the contract or a particular subcontract if the Secretary or the Deputy Secretary personally determines that the waiver is necessary to avoid harm to national security interest of the United States, and that the term of the contract or subcontract is not longer than necessary to avoid such harm. This determination will be made public not less than 15 business days before the contract or subcontract addressed in the determination may be awarded.

NAVSEA 252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (JAN 2009)

(a) *Definition.* "Covered DoD official," as used in this clause, means an individual that—

(1) Leaves or left DoD service on or after January 28, 2008; and

(2)(i) Participated personally and substantially in an acquisition as defined in 41 U.S.C. 403(16) with a value in excess of \$10 million, and serves or served—

(A) In an Executive Schedule position under subchapter II of chapter 53 of Title 5, United States Code;

(B) In a position in the Senior Executive Service under subchapter VIII of chapter 53 of Title 5, United States Code; or

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(C) In a general or flag officer position compensated at a rate of pay for grade O-7 or above under section 201 of Title 37, United States Code; or

(ii) Serves or served in DoD in one of the following positions: program manager, deputy program manager, procuring contracting officer, administrative contracting officer, source selection authority, member of the source selection evaluation board, or chief of a financial or technical evaluation team for a contract in an amount in excess of \$10 million.

(b) The Contractor shall not knowingly provide compensation to a covered DoD official within 2 years after the official leaves DoD service, without first determining that the official has sought and received, or has not received after 30 days of seeking, a written opinion from the appropriate DoD ethics counselor regarding the applicability of post-employment restrictions to the activities that the official is expected to undertake on behalf of the Contractor.

(c) Failure by the Contractor to comply with paragraph (b) of this clause may subject the Contractor to rescission of this contract, suspension, or debarment in accordance with 41 U.S.C. 423(e)(3).

**NAVSEA 252.204-7005 ORAL ATTESTATION OF SECURITY RESPONSIBILITIES
(NOV 2001)**

(a) Contractor employees cleared for access to Top Secret (TS), Special Access Program (SAP), or Sensitive Compartmented Information (SCI) shall attest orally that they will conform to the conditions and responsibilities imposed by law or regulation on those granted access. Reading aloud the first paragraph of Standard Form 312, Classified Information Nondisclosure Agreement, in the presence of a person designated by the Contractor for this purpose, and a witness, will satisfy this requirement. Contractor employees currently cleared for access to TS, SAP, or SCI may attest orally to their security responsibilities when being briefed into a new program or during their annual refresher briefing. There is no requirement to retain a separate record of the oral attestation.

(b) If an employee refuses to attest orally to security responsibilities, the Contractor shall deny the employee access to classified information and shall submit a report to the Contractor's security activity.

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SECTION J LIST OF ATTACHMENTS

The below attachments are included for purposes of the solicitation:

Attachment 1 - DD254
Attachment 2 - CDRLS
Attachment 3 - Cost Summary Format
Attachment 4 - DCAA Rate Check Form
Attachment 5 - Staffing Plan
Attachment 6 - Past Performance Questionnaire
Attachment 7 - Previous Contracting Efforts
Attachment 8 - PEO IWS Organizational Chart
Attachment 12 - Non-Disclosure Form
Attachment 13 - Acronyms

The below attachments will be included in the subsequent award and may be renumbered at that time:

Attachment 1 - DD254 (finalized)
Attachment 2 - CDRLs
Attachment 9 - Financial Accounting Data Sheet (FAD) for the basic award (to be included with award)
Attachment 10 - Performance Report
Attachment 11 - DD Form 2277 Contractor Discrepancy Report
Attachment 12 - Non-Disclosure Form (completed)
Attachment 13 - Acronyms

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The requirement for Annual Representation and Certifications at 52.204-9 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

52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY, PREPAREDNESS, AND ENERGY PROGRAM USE (Apr 2008)

Any contract awarded as a result of this solicitation will be () DX rated order, (X) DO rated order certified for national defense use under the Defense Priorities and Allocations system (DPAS) (15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

52.215-16 FACILITIES CAPITAL COST OF MONEY (JUN 2003)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(b) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

52.216-1 TYPE OF CONTRACT (APR 1984)

The government contemplates awarding one cost-plus-fixed-fee task order with options from this solicitation.

52.237-10 IDENTIFICATION OF UNCOMPENSATED OVERTIME (Oct 1997)

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

“Uncompensated overtime” means the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours.

“Uncompensated overtime rate” is the rate that results from multiplying the hourly rate for a 40-hour work week by 40, and then dividing by the proposed hours per week. For example, 45 hours proposed on a 40-hour work week basis at \$20 per hour would be converted to an uncompensated overtime rate of \$17.78 per hour ($\$20.00 \times 40 \div 45 = \17.78).

(b) For any proposed hours against which an uncompensated overtime rate is applied, the offeror shall identify in its proposal the hours in excess of an average of 40 hours per week, by labor category at the same level of detail as compensated hours, and the uncompensated overtime rate per hour, whether at the prime or subcontract level. This includes uncompensated overtime hours that are in indirect cost pools for personnel whose regular hours are normally charged direct.

(c) The offeror’s accounting practices used to estimate uncompensated overtime must be consistent with its cost accounting practices used to accumulate and report uncompensated overtime hours.

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(d) Proposals that include unrealistically low labor rates, or that do not otherwise demonstrate cost realism, will be considered in a risk assessment and will be evaluated for award in accordance with that assessment.

(e) The offeror shall include a copy of its policy addressing uncompensated overtime with its proposal.

252.215-7003 EXCESSIVE PASS-THROUGH CHARGES –IDENTIFICATION OF SUBCONTRACT EFFORT (MAY 2008)

(a) *Definitions.* “Added value,” “excessive pass-through charge,” “subcontract,” and “subcontractor,” as used in this provision, are defined in the clause of this solicitation entitled “Excessive Pass-Through Charges” (DFARS [252.215-7004](#)).

(b) *General.* The offeror’s proposal shall exclude excessive pass-through charges.

(c) *Performance of work by the Contractor or a subcontractor.*

(1) The offeror shall identify in its proposal the total cost of the work to be performed by the offeror, and the total cost of the work to be performed by each subcontractor, under the contract, task order, or delivery order.

(2) If the offeror intends to subcontract more than 70 percent of the total cost of work to be performed under the contract, task order, or delivery order, the offeror shall identify in its proposal—

(i) The amount of the offeror’s indirect costs and profit applicable to the work to be performed by the subcontractor(s); and

(ii) A description of the added value provided by the offeror as related to the work to be performed by the subcontractor(s).

(3) If any subcontractor proposed under the contract, task order, or delivery order intends to subcontract to a lower-tier subcontractor more than 70 percent of the total cost of work to be performed under its subcontract, the offeror shall identify in its proposal—

(i) The amount of the subcontractor’s indirect costs and profit applicable to the work to be performed by the lower-tier subcontractor(s); and

(ii) A description of the added value provided by the subcontractor as related to the work to be performed by the lower-tier subcontractor(s).

HQ L-2-0003 FACILITY SECURITY CLEARANCE (NAVSEA)(SEP 1990)

(a) No award will be made to any Offeror does not possess a facility security clearance issued by the Defense Investigative Service at the SECRET level. Naval Sea Systems Command 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 pending security clearance of any Offeror.

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(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, attached hereto.

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 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.

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 PEO IWS, or related laboratories (if applicable), in support of operation of the office or any of its programs. 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

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(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.

(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.

HQ L-2-0009 SMALL BUSINESS SUBCONTRACTING PLAN (NAVSEA) (JUN 1999)

Offeror shall submit as part of its proposal a written proposed subcontracting plan in accordance with the clause entitled "SMALL BUSINESS SUBCONTRACTING PLAN" (FAR 52.219-9). The plan shall include the Congressionally mandated five percent (5%) goal for small disadvantaged business concerns or a detailed explanation as to why the goal cannot be included in the plan.

NOTE: A minimum small business subcontracting requirement of 30% is applicable to this effort.

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

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

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

- (1) The support contractor not disclose any information;
- (2) Individual employees are to be instructed by the support contractor regarding the sensitivity

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of the official contract files;

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

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

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

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

INSTRUCTIONS TO OFFERORS

(a) Definitions. As used in this provision--

A standard man-year is 2,080 hours.

In writing or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sunday, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

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

(c) Submission, modification, revision, and withdrawal of proposals:

(1) Proposals and revisions of proposals shall be uploaded electronically in the SeaPort portal under the appropriate solicitation number and its latest amendment (if any), in accordance with the basic

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contract clause, H-5 TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort portal is not operational, experiences technical difficulties, or an Offeror is temporarily unable to access or use the portal, the Offeror shall immediately notify the PCO in accordance with H-5, Section I.3.d.

(2) The cover letter of the proposal must show the following:

- (i) The solicitation number;
- (ii) The name, address, e-mail address, and telephone and facsimile numbers of the Offeror;
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals and any revisions in the portal by the time specified in the solicitation.

(ii) Any proposal modification or revision not received/submitted in the portal by the exact time specified for receipt of offers is "late" and will not be considered. The solicitation will close at the exact date and time specified in the solicitation and offerors will be unable to submit/upload their proposal after that time. Each proposal submitted in the portal is time/date stamp recorded by the portal at time of proposal upload.

(iii) Proposals may be withdrawn by written notice to the Contracting Officer provided such notice is received prior to Task Order award.

(4) The Offeror must propose to provide all items in order to be deemed deemed responsive to this solicitation.

(5) Offerors shall submit proposals in response to this solicitation in English and in whole U.S. dollars.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time. In the event of an amendment to the solicitation that requires offerors to submit proposal revisions, the amendment will provide instructions for submittal in the portal.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation shall be valid for 120 calendar days.

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall:

(1) Mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this

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data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

(2) Mark each sheet of data it wishes to restrict with the following legend:

"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

(f) Task Order award.

(1) The government intends to award a Task Order that results from this solicitation to the responsible Offeror(s) whose proposal represents the best value to the Government in accordance with the Factors and Subfactors 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 reserves the right to waive informalities and minor irregularities in proposals received.

(4) The government intends to evaluate proposals in accordance with H-5 of the basic MAC. The government intends to award a Task Order upon initial proposals. Therefore, the Offeror's initial proposal should contain the Offeror's best terms from a cost/price and technical standpoint. However, in accordance with clause H.5 TASK ORDER PROCESS of the basic contract, the Government may contact any or all or a limited number of awardees with questions concerning their responses as permitted under FAR Part 16.

(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) The government reserves the right to make multiple awards if, after considering the additional administrative costs, quality of proposals, and availability of funding, it is in the Government's best interest to do so.

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

(8) The government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline 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 and 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.

(9) A cost realism analysis will be performed in accordance with FAR 15.404-1 (d) - COST REALISM ANALYSIS. Performance or schedule risk may be considered in the cost realism analysis.

(10) Task Order award shall be made in accordance with clause H-5 TASK ORDER PROCESS, Section I, paragraph (4).

ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

1.0 GENERAL

The purpose of this procurement is to obtain support for PEO IWS-F in the areas of Program Management, Business and Financial Management, Acquisition Management service, and Technical Support services as described herein.

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Each offeror must: (1) submit electronically all proposal documents, (2) address the PWS requirements and evaluation criteria in their proposal submission, and (3) submit supporting cost/price data in order to be considered for award. The government will evaluate each offer's understanding of the government's requirements and ability to perform the work on the basis of its proposal. It is the offeror's responsibility to provide information and evidence that clearly demonstrates its ability to satisfactorily respond to the solicitation requirements. Offerors may submit questions requesting clarification of solicitation requirements via the Seaport online portal. It is requested that all questions be received by 4:30 PM (EDT) within ten (10) business days from date of solicitation release, as time may not permit responses to questions received after that time.

For proposal purposes, the estimated date of the task order award is **30 June 2010**. The government reserves the right to award sooner or later if necessary.

Due to the nature and scope of the work encompassed by this solicitation, the government requires that there be no conflict which would preclude the prime contractor from performing any portion of the PWS, regardless of whether it intends to subcontract that portion. Due to the nature of the work outlined in Section C, the government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity and biased ground rules OCIs, will arise for offerors that perform under other contracts within the cognizance of PEO IWS as prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation.

The government is most concerned about potential OCIs in the following scenarios: (1) when a contractor's work under one government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals (impaired objectivity OCIs); (2) when an performance of the all of the work under this solicitation would place an offeror in a position to make technical, design, or programmatic recommendations that would include hardware, software, system design, integration, or production of systems provided by the offeror's organization; or (3) when the provision of the engineering and technical direction described in Section C would create the situation prohibited by FAR 9.505-1 because the offeror is currently a prime contractor, subcontractor, or consultant on a contract for the supply of a system covered by this solicitation or any of its major components.

Therefore, if any offeror may have an OCI, or if any offeror has taken any steps to eliminate an OCI and the offeror believes that the conflict no longer exists, the offeror must notify the government and must submit an OCI mitigation plan with its proposal. Failure by an offeror that has identified a potential OCI or an eliminated OCI to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award. The government will not accept mitigation measures for impaired objectivity or biased ground rules OCIs.

For any OCI, the government will not accept mitigation or elimination measures: (1) that create an additional burden on the government to implement; (2) that involve directed subcontractors or creating separate lines of reporting or any modification to the government/prime contractor relationship; or (3) that are deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime contractor or a subcontractor under this contract and a prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation. This is not an exhaustive list of measures that will be considered inadequate to protect the government. It is an illustrative list provided in an effort to ensure that all offerors understand the government's expectations and intent to avoid OCIs.

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The government reserves the right to determine whether or not any mitigation plan provided by an offeror is sufficient to protect the government. The government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the government, such as agency review of contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All offerors are directed to review and comply fully with the OCI clauses included in Sections H and I of this solicitation (ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) respectively).

INSTRUCTIONS FOR SUBMISSION OF OFFERS

NOTE: THE GOVERNMENT RESERVES THE RIGHT TO REJECT ANY PROPOSAL THAT DOES NOT SUBSTANTIALLY COMPLY WITH THESE PROPOSAL PREPARATION/SUBMISSION INSTRUCTIONS.

2.1 General: Award will be made under Solicitation No. **N00024-10-R-3057** based on a one-step source selection process without discussions. Proposals must be submitted in the SeaPort portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the offeror ineligible for award.

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

2.3 Proposal format: In order to maximize efficiency and minimize the time for proposal evaluation, it is required that all Offerors shall submit their proposals in accordance with the format and content specified. The electronic proposal shall be prepared so that if printed, the proposal meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines
- Enumeration of paragraphs
- No graphics or pictures (brochuremanship) other than graphs/tables/charts as may be required or necessary
- Tables/Graphs/Charts are allowed for the staffing plan
- 1 inch margins
- 12-point Times New Roman Font text; font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 8 point Times New Roman font

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- No hyperlinks
- Microsoft Office (Word, Excel, Power Point) or Acrobat compatible
- All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf
- All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension xls.

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

--Cost/Price Summary shall be submitted in a format compatible with Microsoft Office 2003 Excel. In addition, the offeror must load its Section B Pricing into the portal via the web form. Narratives related to cost/price summary data may be provided in MS Word format.

--Any other attached documents requested herein shall be compatible with Microsoft Office 2003 format and in accordance with Attachments 1 and 2. Compression tools are limited to zip files that may be opened using PKZip or WinZip.

2.3.1 Page Numbering: The offeror shall use a standard page numbering system to facilitate proposal references. Number consecutive pages within sections. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system. Offerors shall also number paragraphs for ease of reference.

2.3.2 Page Limitations: Page limitations are identified for each volume/section of the proposal, as described in Section 3.0 below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

Title/Cover pages and brief introductions

- Tables of contents
- Glossaries of abbreviations and acronyms
- Teaming agreements, letters of intent for key personnel or subcontractors/consultants, and subcontract agreements
- Proposal Cross-Reference Tables

2.3.3 Cover Page, Table of Contents, Proposal Cross-Reference Table: Each proposal volume must include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, amendment number, proposal volume and title, and the offeror's name. Volume I shall include a Master Table of Contents and a Proposal Cross-Reference Table. The Proposal Cross-Reference Table shall indicate the required proposal content and the section/page number where this content appears in the proposal. Cover Pages, Tables of Contents, and the Proposal Cross-Reference Table will not count against page limitations.

2.3.4 Glossary of Abbreviations and Acronyms: One master glossary with all abbreviations, acronyms and their corresponding definitions shall be provided in the proposal. There is no page limit for this glossary, and it will not count against any page limitations within Volume I - Technical Approach

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and Experience, Personnel, and Management Approach/Quality Control.

2.3.5 Cost and Pricing Information: No cost or pricing information of any kind shall be included in any volume except Volume III, Cost/Price Proposal. Offerors must upload proposed pricing via the webform in the portal. All other cost/price-related documentation required for Volume III shall be provided as all other proposal documents. Cost/price summary and back-up spreadsheets must be submitted in MS Excel format.

3.0 PROPOSAL ORGANIZATION

The proposal shall be limited to the following submissions and pages.

3.1 Volume I - Factor 1, Technical Approach and Experience, Personnel, and Management Approach/Quality Control

NOTE: Offerors are to ensure that all Technical Approach and Experience, Personnel, and Management Approach/Quality Control information is contained within Volume I and that no cost/price information has been included in this volume.

Subfactor a - Technical Capabilities and Experience - NTE 50 pages.

Subfactor b - Personnel

- Resumes for Key Personnel - NTE 3 pages per resume, no limitation on the number of resumes provided.

- List of Key Personnel- no page limit.

- Letters of Intent for proposed Key Personnel - no page limit.

- Staffing Plan - no page limit.

- Staffing Plan Narrative - NTE 10 pages.

Subfactor c - Management Approach - NTE 50 pages.

Subfactor d - Quality Control Plan - NTE 20 pages.

- Glossary - no page limit.

Offerors submitting a proposal under the subject solicitation should attempt to minimize the number of proposed labor category personnel positions for which candidates have not been identified. From the government 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.

Resumes are required to be submitted for all Key Personnel

3.2 Volume II - Factor 2, Past Performance

NOTE: Offerors are to ensure that all Past Performance information is contained within Volume II and that no cost/price information has been included in this volume (except that which is applicable to the past performance reference).

- Past Performance Questionnaire (Attachment 6).

- Minimum of 3 required, corresponding to the efforts described in the Previous Contracting Efforts.

- No page limit.

- If subcontractors are proposed, one questionnaire corresponding to an effort described in the

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Previous Contracting Efforts for a subcontractor should be submitted in addition to the three required for the offeror.

- Only a subcontractor(s) who represents \$250K or more, for the base year, of the total subcontracting dollars for the effort will be considered.

- Previous Contracting Efforts (Attachment 7).

- Minimum of 3 efforts.

- NTE 4 pages per identified effort.

- If subcontractors are proposed, a minimum of one previous contracting effort must be completed for each subcontractor proposed in addition to the three required for the offeror.

- Only a subcontractor(s) who represents \$250K or more, for the base year, of the total subcontracting dollars for the effort will be considered.

NOTE: Past performance information submitted for subcontractors must be for those who are proposed to support the effort at \$250K or more for, at a minimum, for the base year. This requirement does not preclude offeror's from choosing to have subcontractors on their team who support the effort at less than that capacity.

3.3 Volume III - Factor 3, Cost/Price

- Cover Letter (no page limit)

- Cost/Price Narrative - NTE 10 pages

- Cost Summary Form (Attachment 3) - in MS Excel format, no page limit.

- All subcontractor cost data must be submitted in the portal using the same format (no page limit).

- DCCA Rate Check Sheet (Attachment 4)

- All subcontractor DCAA Rate Check information must be submitted in the portal using the same format.

3.4 Volume IV - Contract Information

NOTE: Offerors are to ensure that only Contract Information is contained within Volume IV and that no cost/price information has been included in this volume.

- Cover/Forwarding Letter- no page limit.

- Section H: Fill-ins for Level-of-Effort Clause - NTE 2 pages.

- Small Business Subcontracting Plan - no page limit.

- OCI Mitigation Plan - no page limit.

4.0 PROPOSAL CONTENT

4.1 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. The offer consists of and must include the following:

4.2 Volume I - Technical Approach and Experience, Personnel, and Management Approach/Quality Control:

This volume should contain the offeror's complete proposed technical approach to completing the work

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described in the PWS.

4.2.1. Section 1 - Subfactor a, Technical Capability and Experience:

Offerors shall describe their overall understanding of the scope of the effort, their proposed approach for performing each task described in the RFP, how they will take advantage of interrelationships between tasks, and demonstrate specific capabilities and relevant experience (prime and subcontractor) that will enable them to successfully perform. Offerors are reminded not to simply restate the tasks and objectives of the PWS.

Offerors shall describe similar contracting efforts performed for DoD that demonstrate their ability to perform the tasks described in the PWS. Offerors shall address the following areas in their response:

Knowledge Requirements

- (1) Knowledge of U.S. surface combatant platforms and associated war- fighting characteristics and capabilities for those types of platforms, DoD Acquisition Category ACAT 1 Programs, or similar programs (if referencing a similar program, offerors must explain how they are similar and why they believe this knowledge will enable them to successfully perform this effort).
- (2) Clear understanding of modern shipbuilding and ship system integration requirements.
- (3) An in-depth knowledge and understanding of the requirements of DoD Financial Process as described in the PWS.
- (4) An in-depth understanding of Federal and DoD Human Resource Process as described in the PWS.
- (5) An in-depth knowledge and understanding of the requirements in the Acquisition Life Cycle as described in the PWS.
- (6) Continuous and effective integration and interaction with internal and external organizations and activities.

Experience Requirements:

- (1) Experience with U.S. surface combatant platforms and associated war- fighting characteristics and capabilities for those types of platforms, DoD ACAT 1 Programs, or other similar programs (if referencing a similar program, offerors must explain how they are similar and why they believe this experience will enable them to successfully perform this effort).
- (2) Experience in recommending innovative solutions to business and technical issues facing the government that assisted them in the achievement of program performance.
- (3) Ability to maintain schedule and quality of deliverables with minimal government oversight or rework of deliverables.
- (4) Prior support of a ship system or mission system and experience in compliance with OSD policy guidance such as DoD and NAVSEA 5000 Series Program Acquisition Instructions and related Instructions. This entails a working knowledge of and compliance with all pertinent DoD policies.
- (5) Experience of continuous and effective integration and interaction with contractor and government internal and external organizations and activities.

Offerors are encouraged to provide a description of all awards and recognitions received for those efforts.

4.2.2 Section 2 - Subfactor b, Personnel:

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4.2.2.1 Resume Requirement: Offerors must provide resumes for key personnel who will be performing under the effort. These resumes should demonstrate the proposed employees capability to perform under the PWS. A list of key personnel shall also be provided, in addition to letters of intent for those individuals.

All resumes noted above must provide, at a minimum, the following information:

1. Name, years of relevant experience, training, unique or special qualifications, current level of security clearance, positions held and tenure with the firm;
2. Degrees held by each individual and/or other pertinent education. Include date(s), degree(s), and respective college or university from which the degree(s), and respective college or university from which the degree(s) were received.
3. The work history of each project member as it relates to the anticipated PWS task(s) to be assigned to that individual. Include notation of any specific work experience and verbiage that best demonstrates the individual's level of knowledge and understanding in these areas.

It is important to note that the government will enforce the requirements listed under H-7 of the IDIQ contract, "Substitution of team members, substitution of personnel and the substitution of key personnel clause contained in this solicitation".

4.2.2.2 Staffing Plan: The offeror shall complete the Staffing Plan matrix provided in Attachment 5 for the base year and all optional periods to include surge support. Surge support should be clearly annotated as such. If the staffing plan proposed is to be the same for each year, the offeror shall specifically state this and provide their assumptions and rationale for the approach. If providing a staff plan for each year, each year shall be included on a separate sheet within the staffing plan workbook. All columns of the matrix shall be completed for all personnel identified to perform work under this effort (list as "pending" in lieu of person's name if a firm candidate has not been identified). For surge support, the level of personnel proposed shall be provided in lieu of names (senior, mid-level, or junior level). The offeror shall not be penalized for use of sub-contractors but shall describe in a narrative how the proposed team provides optimal balance between size, manageability, and support capability while maintaining an integrated approach.

The staffing plan narrative shall address the labor mix and the rationale used in selecting the mix. Offerors are cautioned that staffing plans for all proposed tasks must propose the same mix and amount of hours as that of the cost proposal (Attachments 3 and 4). Any discrepancies are subject to technical and/or cost adjustments. In addition, the distribution of Key Personnel should be in accordance with the workshare distribution between the prime offeror and its subcontractor(s), and the rationale for determining key personnel should be explained.

4.2.3 Section 3 - Subfactor c, Management Approach.

Offerors shall submit a comprehensive Management Plan that demonstrates an understanding of all functional area requirements of the PWS and shall provide a teaming plan, work breakdown structure, and workload distribution as it relates to the offeror's team.

In the Management Plan, offeror's shall provide the following information:

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- The lines of management authority and responsibility within the project organization and show clear and direct accountability for schedule, quality, and performance.
 - The Program Manager's authority to act and commit corporate resources.
 - How the project organization is structured, how relationships among team members have been set up and the roles/responsibilities of key team members and subcontractors.
 - Agreements/arrangements with its teammates, and/or subcontractors and why such agreements will benefit the government and aid the contractor in achieving the requirements and objectives of this effort and benefit the government throughout the life of the contract.
 - How the contractor will interface with the Navy and other government organizations.
 - Identification of all subcontractors or team members and the planned division of tasks.
 - How the offeror will manage its subcontractors to ensure their products are delivered on time, within budget, and are of sufficient quality to enable the offeror to meet all contractual requirements.
 - Proposed distribution of workload among prime and subcontractors.
 - Problem notification and resolution process.
 - Implementation of measurement systems, performance parameters, and metrics.
 - Cost control process.
 - Delivery acceptance and payment tracking system.
 - Their ability to effectively respond to fluctuations in workload, manage separate and overlapping tasks, interface with PEO IWS personnel to accomplish work, and add or reduce manpower when required.
 - Their plan for minimizing impact to the government when substituting or replacing personnel.
 - Their transition plan for taking on work from the incumbent (as applicable), to include: a schedule for meeting key milestones and eventual hand-off; planned activities for creating interfaces for technical and contract administration; plan for assuming responsibility of current tasks without discontinuity of work or loss of integrity of the program's current operations; and, mitigation techniques that will be employed to lessen the impacts of any learning curve.
- In addition, offerors shall discuss their plan and ability to provide surge when notified of the government's requirement. The plan should include information about existing corporate capabilities that could be used to support such requirements, external assets they have access to and/or can commit, internal processes that support quick attainment of subject matter experts or additional personnel, and how they will manage the process once notified of the need to meet the
- time frame specified.

4.2.4 Section 4 - Subfactor d, Quality Control Plan

Offerors shall provide a detailed quality control plan (QCP) that describes: how they will plan for task execution; assign responsibility for execution of tasks; control personnel and ensure that necessary personnel are available to fulfill task requirements; control utilization of resources; track deliveries; resolve problems; and periodically monitor performance and obtain feedback from the government on performance. The offeror shall explain its cost control, tracking, and reporting system and how it will be used to manage costs for the effort, and any cost saving initiatives/programs that the offeror intends to employ shall be thoroughly described. In addition, the overall effectiveness of the quality control procedures will be judged by the quality of both the technical and cost proposal in terms of form (spelling, grammar, etc.), soundness, and degree of realism.

4.3 Volume II - Past Performance:

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4.3.1 Section 1 - Past Performance Questionnaire (Attachment 6):

Offerors shall submit the Past Performance Questionnaire provided as Attachment 6 with this solicitation to each of their customer POCs identified in Attachment 7. In order to expedite the assessment process, the offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer on or before the proposal due date. Electronic submission by the customer is preferred, however, hard copy mail or fax will be accepted.

If subcontractors are proposed, a minimum of one questionnaire corresponding to an effort described in the 'Previous Contracting Efforts' should be submitted in addition to the three required for the offeror. Only a subcontractor(s) who represents \$250K or more of the total subcontracting dollars for this effort will be considered.

The government may contact each offeror's customer to ask whether or not they believe: (1) that the offeror is capable, efficient, and effective; (2) that the offeror's performance conformed to the terms and conditions of its contract; (3) that the offeror was reasonable and cooperative during performance; (4) that the offeror was committed to customer satisfaction; and (5) if given a chance, would they select the same or a different contractor.

The government may use of the information, such as Award Fee letters, PPIRS, and CPARS data available from government sources, to evaluate an offeror's past performance. The government may also consider past performance information obtained from sources other than those identified by the offeror, including Federal, State, and local government agencies, Better Business Bureaus, published media and electronic database. The government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the offeror.

4.3.2 Section 2 - Previous Contracting Efforts (Attachment 7):

Offerors shall identify a minimum of three (3) contract efforts performed within the last three government fiscal years (1 October 2007 – present), using Attachment 7. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar size, scope, and complexity to this solicitation. Similar size, scope, and complexity means having performed a majority of the tasks described in the PWS for approximately the same monetary value and over the same approximate amount of time. Recent and relevant for subcontractors means demonstrated past performance within the last three Government fiscal years (1 October 2007 – present) in the functional area(s) for which they are proposed. The identified contracts can be with Federal, commercial or other customers. For each contract, the offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and email address for each POC provided.

If subcontractors are proposed, a minimum of one 'Previous Contracting Effort' must be completed for a subcontractor, in addition to the three required for the offeror. Only a subcontractor(s) who represents \$250K or more of the total subcontracting dollars for the effort will be evaluated.

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For each of the contract efforts identified in Attachment 6, the Offeror shall complete Attachment 7 with the required information.

A list of contracts, subcontracts, and/or task or delivery orders for prime and any proposed subcontractors terminated for any reason within the last five years must also be provided. (There is no page limit for the list of terminated contracts, subcontracts and/or delivery orders).

4.4 Volume III - Cost/Price:

4.4.1. General

Volume III may not discuss the offeror's proposed technical approach, except as necessary to demonstrate cost realism. If offerors discuss their proposed technical approach in Volume III, offerors should provide cross-references to the full discussion of the applicable portion of the offeror's technical approach in Volume I. NOTE: Any discrepancy between the technical approach in Volume I and any other part of the proposal may call into question the offeror's cost realism and/or the offeror's understanding of the scope or nature of the work under the PWS. Moreover, any such discrepancy will be resolved in favor of the technical approach proposed in Volume I.

Offeror's proposal should represent its best efforts to respond to the solicitation. Any inconsistency between promised performance, the technical/management proposal, identified personnel resources, and cost/price must be explained in the proposal. For example, if the intended use of new and innovative techniques is the basis for an abnormally low estimate, the nature of these techniques and their impact on cost or price shall be explained; or, if a corporate policy decision has been made to absorb a portion of the estimated cost/price, that must be stated in the proposal. Any inconsistency, if unexplained, may raise a fundamental question of the offeror's understanding of the nature and scope of the work required and may adversely impact the evaluation of the offeror's proposal. The burden of proof as to cost/price credibility rests with the offeror. Unrealistically low prices may indicate an inability to understand requirements and a high-risk approach to contract performance. Accordingly, the government may consider the findings of such an analysis in evaluating an offeror's ability to perform and the risk of its approach.

4.4.2 Cost/Price Forms and Data

****Offerors are not permitted to deviate from the government's estimated level of effort, as identified in Section C.****

4.4.2.1 Offerors shall submit proposed pricing for Section B using the web form provided in the portal.

4.4.2.2 Offerors shall complete Attachment 4 (DCAA Rate Check Form). and provide it with their submission This form shall include all major cost elements (Direct Labor by category/rate, Fringe rate and amounts, Overhead rate and amounts, G&A rate and amounts, Cost of Money factor/rate and amount, escalation, Subcontracts, etc.) and fees.

4.4.2.3 Offerors shall complete the Cost/Price Summary spreadsheet provided as Attachment 3 that details the breakdown of costs, with complete formulas, of proposed costs/prices by contract year, to include subcontractor support and surge requirements. This document shall provide a full and complete picture of the offeror's proposed costs (labor by employee (as identified), overhead, fringe benefits,

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G&A, other fees, ODCs, subcontractors, etc.).

4.4.2.4 Offerors shall provide the Basis of Estimate (BOE) supporting the costs/prices provided in the Cost/Price Summary including a description of the assumptions and computations used to develop the proposed costs/prices. Offerors shall also clearly identify any proposed hours that are uncompensated effort.

4.4.2.5 Offerors shall submit form CASB-CM if proposing Facility Capital Cost of Money (FCCOM) and show the calculation of the proposed amount. Additional narrative may be submitted as a separate document, if necessary, to describe derivation of labor rates, use of uncompensated overtime pools to which indirect rates are applied, etc.

4.4.2.6 Other Direct Costs (e.g. Travel). The government estimates Other Direct Costs for this Task Order to be no more than **\$120,000** per year. This ODC estimate must be included in Section B of the offer for CLIN **6000**, and Optional CLINs **6100, 6200, 6300 and 6400**. No other ODC amounts proposed by an offeror shall be included in said CLINs. These are non-fee bearing CLINs and shall be priced as cost only and priced as one LOT. The term LOT in this context refers to the billing against these CLINs for one LOT (finite dollar amount) of ODC to include any travel; these CLINs shall not be billed against hourly.

4.4.2.7 Offerors shall address Subcontracted Costs. Each subcontractor estimate shall be addressed separately, and detailed cost information shall be provided in the same format (Attachments 3 and 4) as required for the prime contractor. The detailed information may be submitted separately to the government if the subcontractor does not wish to provide this data to the prime offeror. Subcontractors may submit their information directly to the Government via the SeaPort portal. For cost/price data provided separately, subcontractors shall place the appropriate restrictive legend on their data and identify the company name, address, point of contact and solicitation number.

FAILURE TO PROVIDE THE ABOVE STATED INFORMATION MAY RENDER THE PRIME'S OFFER INELIGIBLE FOR AWARD.

4.5 Volume IV - Contract Documentation

4.5.1 Offerors shall provide a cover letter with the following information:

- Solicitation number;
- The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 120 calendar days from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- DCAA office point of contact including branch location, contact name, telephone number and e-mail address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and

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- Identify all enclosures being transmitted as part of its proposal.
- Identification of any exceptions the offeror takes to the terms and conditions of the solicitation.

4.5.2. Section H Fill-ins, as applicable, shall be provided in this Volume.

4.5.3 The offeror's Small Business Subcontracting Plan shall be provided in this Volume.

Proposals submitted by Large Business Concerns must demonstrate that at least thirty percent (30%) of the total proposed labor value of the task order represents contract awards to Small Business Concerns (Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, HubZone Small Business Concerns, Service-Disabled Veteran-Owned Small Business Concerns, or any other type of SBA recognized Small Business Concern type). Proposals submitted by Large Business Concerns that fail to demonstrate this requirement will be deemed technically unacceptable and will not be considered for award.

Proposals submitted by Large Business Concerns shall:

Describe the extent to which the offeror's company has identified and committed to provide for participation of Small Business Concerns, in the performance of the requirements of this requirement.

Provide sufficient information to demonstrate that the tasks assigned to the selected Small Business subcontractors are meaningful to the overall success of the program and also broaden the subcontractor's technical capability.

Describe their management approach for enhancing Small Business subcontractors' technical capability.

Identify the amount and type of work to be performed by the Small Business Concern subcontractors.

Provide rationale for and advantages of selecting the identified subcontractors.

(6) Confirmation that the offeror has read and understands the reporting requirements as it relates to Small Business subcontracting.

NOTE: The North American Industry Classification (NAIC) code applicable to the requirements contained within this solicitation is 541330. Therefore, companies proposing as a subcontractor under this solicitation as a small business concern must have had an average annual receipt over their three previous fiscal years that was less than \$27,000,000. The size standard certified to by the Prime for their basic SeaPort contract is valid for the base ordering period and duration of any resultant task order issued against this solicitation.

NOTE: There is a quarterly reporting requirement for Small Business subcontracting, in addition to a report at the completion of the effort. Offerors are directed to Section C under 1.3.8 for specific information regarding this requirement.

4.5.4 The offeror's OCI Plan shall be provided in this Volume.

In accordance with Section C, the OCI clause of this section, and the Organizational Conflict of Interest Clause of the SeaPort-E IDIQ contract, offerors shall identify any and all conflicts of interest or potential conflicts of interest related to this solicitation (**N00024-10-R-3057**). Offerors shall follow the below described two step process for identifying known or potential OCI issues to the government for this

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solicitation.

Step 1: If it is believed that conflicts of interest are real, possible, or perceived, the contractor shall submit a letter identifying those OCI issues and the strategy that the offeror intends to use for mitigation, within fourteen (14) days of the release of the solicitation. This letter will be for notification purposes only, for the government to conduct any necessary research, and no determination will be made by the government at that time. If no OCI issues are present or anticipated, no action is required of the offeror within this window

Step 2: If OCI issues are present or anticipated, offerors shall submit an OCI mitigation plan as part of their proposal submission. If it is believed that no conflicts of interest exist, then the offeror shall clearly state this in their offer cover letter, in addition to providing their corporate policy for resolving OCIs. Organizational charts are authorized for the submission of the OCI Mitigation Plan or corporate policy.

Due to the nature and scope of the work encompassed by this solicitation, the government requires that there be no conflict which would preclude the prime contractor from performing any portion of the PWS, regardless of whether it intends to subcontract that portion of the work. The government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity OCIs, will arise for offerors that perform under other contracts within the cognizance of PEO IWS as prime contractor or subcontractor for hardware, software, system design, integration, or production of the ship and its systems that will be covered by this solicitation.

The government is most concerned about potential OCIs in the following scenarios:

- (1) When a contractor's work under one government contract could entail its evaluating itself or a related entity, either through an assessment of performance under another contract or an evaluation of proposals (impaired objectivity OCIs);
- (2) When an performance of the all of the work under this solicitation would place an offeror in a position to make technical, design, or programmatic recommendations that would include hardware, software, system design, integration, or production of systems provided by the offeror's organization; or
- (3) When the provision of the engineering and technical direction described in Section C would create the situation prohibited by FAR 9.505-1 because the offeror is currently a prime contractor, subcontractor, or consultant on a contract for the supply of a system covered by this solicitation or any of its major components.

If an offeror has taken steps to eliminate any OCI, and believes that the conflict no longer exists, the offeror must notify the government and submit an OCI mitigation plan with its proposal. Failure by an offeror, that has identified a potential OCI or an eliminated OCI, to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award.

The government will not accept mitigation measures for impaired objectivity OCIs. For any OCI, the government will not accept mitigation or elimination measures:

- (1) That creates an additional burden on the government to implement;
- (2) That involves directed subcontractors or creating separate lines of reporting or any modification to the Government/prime contractor relationship; or

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(3) That is deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime contractor or a subcontractor under this contract and a prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation.

This is not an exhaustive list of measures that will be considered inadequate to protect the government. It is an illustrative list provided in an effort to ensure that all offerors understand the government's expectations and intent to avoid OCIs. The government reserves the right to determine whether or not any mitigation plan provided by an offeror is sufficient to protect the government. The government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the government, such as agency review of contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All offerors are directed to review and comply fully with the OCI clauses included in this solicitation (ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994)).

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

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SECTION M EVALUATION FACTORS FOR AWARD

One task order will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors described herein.

This solicitation is reserved for only those contractors which have National Capital Region - Zone 2 identified in SECTION B of their basic SeaPort-e IDIQ contract. Proposals from other contractors will not be considered.

Offerors are cautioned that an evaluation of "unsatisfactory" in any single factor or subfactor will result in the Offeror's proposal being rated technically unacceptable and ineligible for award.

GENERAL:

It is Navy's intent to award a Cost-Plus-Fixed-Fee (CPFF) Level-of-Effort type Task Order for the tasks described in Section C for PEO IWS-F. The Task Order will include a 12-month base period, and four 12-month Option periods. Attention is directed to contract clause H.7 TASK ORDER PROCESS, paragraph C. Competitive Ordering Process, which provides that award will be made to that offeror whose proposal is most advantageous to the government under the selection criteria set forth in this Section M.

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/price and technical standpoint. However, in accordance with clause H.7 of the basic IDIQ contract, if necessary, during the evaluation of proposals, the government may contact any or all or a limited number of offerors with questions concerning their responses as permitted under FAR Part 16.

Each Contractor will be evaluated relative to the following factors and subfactors:

- Factor 1, Technical Approach and Experience, Personnel, and Management Approach/Quality Control
 - Subfactor a. Technical Capability and Experience
 - Subfactor b. Personnel
 - (1) Key Personnel Resumes and Letters of Intent
 - (2) Staffing Plan Matrix and narrative
 - Subfactor c. Management Approach/Quality Control
 - Subfactor d. Quality Control Plan (QCP)
- Factor 2, Past Performance
- Factor 3, Total Evaluated Cost

1.0 BASIS FOR AWARD:

a. The following conditions must be met in order to be eligible for award:

- (1) The proposal must comply in all material respects with the requirements of the law, regulation and conditions set forth in this solicitation and in the SeaPort-e basic IDIQ contract.

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(2) The proposal must meet all solicitation requirements.

b. The award decision will be determined based on the government's evaluation of each offeror's proposal against the evaluation factors and subfactors identified below. Award will be made to the offeror whose proposal demonstrates the best value to the government based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the offeror with the lowest proposed cost/price. Accordingly, the government may be willing to pay a reasonable premium for a contract offering superior technical merit. The Government also reserves the right to make an award without discussions.

c. In order to select the successful offeror, the government will compare offerors' proposals. The comparison will trade off differences in technical merit based on the non-cost factors and Total Evaluated Cost (TEC). If one offeror has both the better technical merit or capability and the lower TEC, then that offeror will be the better value. If one offeror has the better technical merit or capability and a higher TEC, the government will decide whether the difference in technical merit/capability is worth the difference in TEC. If the government determines that the difference in technical merit/capability is worth the difference in TEC, then the more capable, higher-priced offeror will be the better value. If not, then the less capable, lower-priced offeror will be the better value. Best value analysis will not be performed for any offerors who are unacceptable or unsatisfactory in any factor or subfactor and award will not be made to any offeror who is unacceptable or unsatisfactory in any factor or subfactor.

Note 1: *Awards will only be made to an offeror that has no organizational conflict of interest as defined in FAR 9.5 or that the government determines has provided a satisfactory mitigation plan. Offerors are advised that technical proposals may be evaluated without consideration of any proposed subcontractor which is deemed to have an organizational conflict of interest and fails to provide an adequate mitigation plan..*

Note 2: *Offerors are reminded that in accordance with FAR 52.244-2 SUBCONTRACTS (JUN 2007) – ALTERNATE I (JUN 2007) and H-7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL it is expected that SeaPort-e MAC Prime Contractor proposed teams will be comprised of subcontractors that are members of their respective teams. SeaPort-e Large Business MAC Prime Contractors that elect to propose Large Business subcontractors that are not members of their respective teams are required to provide written justification with their proposal submission as to why the use of Large Business non-team members is necessary to their accomplishment of the Solicitation requirements. Further, SeaPort-e Large Business MAC Prime Contractors are required to explain how their use of Large Business non-team members does not negatively impact the competitive aspects of the procurement. Upon review of said justification the Government reserves the right to declare SeaPort-e MAC Prime Contractors ineligible for award if their proposing of Large Business nonteam members is considered unjustified or injurious to the competitive aspects of the procurement.*

2.0 EVALUATION FACTORS AND SUBFACTORS

2.1 APPLICATION OF FACTORS AND SUBFACTORS

A. General. Prospective offerors shall be evaluated in terms of their ability to meet or exceed the program’s requirements stated in the PWS as demonstrated in their proposals. Proposals shall be evaluated in accordance with the factors and subfactors described in paragraph 2.2 below.

B. Relative Importance. The following table indicates the factors and subfactors that will be considered in awarding the Task Order.

Factors	Subfactors
Factor 1: Technical Approach & Experience, Personnel, and Management Approach/Quality Control	Subfactor a. Technical Capabilities and Experience Subfactor b. Personnel (Key Personnel Resumes, Letters of Intent, Staffing Plan, and Staffing Plan narrative) Subfactor c. Management Approach, and Subfactor d. Quality Control Plan (QCP)
Factor 2: Past Performance	[None]
Factor 3: Total Evaluated Cost	[None]

Within the “Technical Capability” factor, subfactors a, b, are of equal weight and are more important than subfactor c, and all independently are more important than subfactor d. Factor 1, Technical Capability, is more important than Factor 2, Past Performance. Factors 1 and 2 collectively are significantly more important than Factor 3; however, as competing proposals approach Technical Capability/Past Performance equality, Factor 3 will increase in importance.

The government will perform an evaluation of the Technical Capability and Past Performance evaluation factors and subfactors based on the offeror’s proposal. This evaluation will focus on the strengths and weaknesses of the offeror’s proposal, resulting in the assignment of an adjectival rating for each factor and sub factor. Cost/Price will not be assigned an adjectival rating.

C. Adjectival Ratings. The following adjectival ratings/definitions shall be used for Factor 1 and its subfactors:

Outstanding: An outstanding proposal is characterized as follows:

- The proposed approach indicates an exceptionally thorough and comprehensive understanding of the program goals, resources, schedules, and other aspects essential to performance of the program.
- In terms of the specific factor or subfactor, the proposal contains major strengths, superior technical merit, or innovations that should substantially benefit the program.
- There are no deficiencies. Weaknesses, if any, are minor and are more than offset by strengths.
- The risk of unsuccessful contract performance is extremely low. There is little or no potential to cause disruption of schedule, increase in cost, or degradation of performance.

Very Good: A very good proposal is characterized as follows:

- The proposed approach indicates a thorough understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.

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- The proposal has strengths which indicate the proposed approach will benefit the program.
- There are no deficiencies. Weaknesses, if any, are minor and are more than offset by strengths.
- The risk of unsuccessful contract performance is very low. There is little or no potential to cause disruption of schedule, increase in cost, or degradation of performance.

Satisfactory: A satisfactory proposal is characterized as follows:

- The proposed approach indicates an adequate understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- There are few, if any, strengths that benefit the program.
- There are no deficiencies. Weaknesses are generally offset by strengths.
- The risk of unsuccessful contract performance is low. There is potential to cause some disruption of schedule, increase in cost, or degradation of performance. Normal contractor effort will probably be able to overcome difficulties.

Marginal: A marginal proposal is characterized as follows:

- The proposed approach indicates a superficial or vague understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- There are no deficiencies. The proposal has one or more major weaknesses that are not offset by strengths.
- The risk of unsuccessful contract performance is moderate. There is potential to cause disruption of schedule, increase in cost, or degradation of performance. However, special contractor emphasis will probably be able to overcome difficulties.

Unsatisfactory: An unsatisfactory proposal is characterized as follows:

- The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- The proposal has one or more significant weaknesses and/or deficiencies.
- The risk of unsuccessful contract performance is high. There is likelihood of significant disruption of schedule, increase in cost, or degradation of performance, even with special contractor emphasis.

The following adjectival ratings/definitions shall be used for Factor 2 - Past Performance evaluation factor:

Outstanding: The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the customer's benefit. The assessed prior performance was accomplished with very few or very minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, highly effective. Performance of completed contracts either was consistently of the highest quality or exhibited a trend of becoming so. The offeror's past performance record leads to an extremely strong expectation of successful performance.

Very Good: The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the customer's benefit. The assessed prior performance was accomplished with some minor problems for which corrective actions taken by, or proposed to be taken by, the offeror were, or are expected to be, effective. Performance over completed contracts either was consistently of high quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation of successful performance.

Satisfactory: The offeror's performance of previously awarded relevant contract(s) met contractual requirements. The assessed prior performance was accomplished with some problems for which

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corrective actions taken by, or proposed to be taken by, the contractor were, or are expected to be, for the most part effective. Performance over completed contracts was consistently of adequate or better quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation of successful performance.

Marginal: The offeror's performance of previously awarded relevant contracts did not meet some contractual requirements. The assessed prior performance reflected some serious problems for which the contractor either failed to identify or implement corrective actions in a timely manner, or for which the corrective actions implemented or proposed to be implemented were, or are expected to be, only partially effective. Performance over completed contracts was consistently of mediocre quality or exhibited a trend of becoming so. The offeror's past performance record leads to an expectation that successful performance might be difficult to achieve or that it can occur only with increased levels of Government management and oversight.

Unsatisfactory: The offeror's performance of previously awarded relevant contract(s) did not meet most contractual requirements and recovery did not occur with the period of performance. The assessed prior performance reflected serious problem(s) for which the offeror either failed to identify or implement corrective actions or for which corrective actions, implemented, or proposed to be implemented, were, or are expected to be, mostly ineffective. Performance over completed contracts was consistently of poor quality or exhibited a trend of becoming so. The offeror's past performance record leads to a strong expectation that successful performance will not be achieved or that it can occur only with greatly increased levels of Government management and oversight.

Neutral: The offeror lacks a relevant past performance record or past performance information is not available or cannot be determined. The offeror will not be evaluated favorably or unfavorably on past performance.

NOTE: As stated above, Factor 3 is a non-rated factor, and has no relevant adjectival rating.

2.2 DESCRIPTION OF EVALUATION FACTORS AND SUBFACTORS

Factor 1, Technical:

Subfactor a, Technical Capability and Experience:

The government will evaluate the following areas as it relates to the offeror's submitted technical capability and experience information.

Overall approach to meeting the requirements of the PWS, to verify the offeror's understanding of the requirements and whether the approach is realistic in the PEO IWS environment.

The degree of similarity of other projects completed (or on-going) that demonstrate the offeror's ability to successfully perform.

The degree that the ability to successfully coordinate with internal and external entities in a DoD environment is demonstrated.

Detailed information that demonstrates the degree of experience performing the same or similar tasks; the degree of previous program experience with ACAT 1 programs; demonstrated knowledge of DoD acquisition policy and guidance, and program management, financial management, and acquisition management in a DoD environment.

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Subfactor b, Personnel:

The government will evaluate the following areas as it relates to the offeror's submitted personnel.

The degree that the Staffing Plan matrix and narrative clearly and completely identify the personnel who will perform the work, and their relative knowledge, skills, and abilities. *Note - The government will view increasing risk, leading to lower adjectival ratings, the extent to which the offeror did not propose firm candidates with proposed labor categories/rates for the base work.*

The degree of demonstrated knowledge and ability of the offeror's (and proposed Subcontractor'(s)) personnel to successfully meet the requirements of this effort, and perform in all areas and related competencies associated with execution of the tasks described in the PWS.

The degree that proposed personnel meet or exceed the requirements for experience, education, and training.

How well the staffing plan clearly maps to the technical approach and demonstrates that proposed personnel can perform that approach.

The reasonableness of the labor mix and rationale used in selecting the labor mix.

The degree to which the distribution of Key Personnel is in accordance with the workshare distribution provided, between the prime offeror and its subcontractor(s).

The quality of Key Personnel proposed (resumes) and whether signed letters of intent are provided.

If applicable, the degree and credibility to which the offeror describes how the proposed team of subcontractors provides optimum balance between size, manageability, and support capability while maintaining an integrated approach.

Subfactor c, Management Approach:

The government will evaluate the following areas as it relates to the offeror's submitted management approach.

- The degree to which the approach shows clear delineation of support (functional roles/responsibilities/specific tasks) between the prime and subcontractor(s), how realistic the approach is, how they will manage their subcontractors to ensure timely support within the cost and schedule constraints.
- The degree to which support of all PWS task areas is depicted in the proposed Staffing Plan (matrix and narrative)
- The degree to which the organization shows clear lines of authority, direct accountability for schedule, quality and performance.
- The degree to which the identified subcontractor(s), or team members, use in executing tasks, reflect an approach that will benefit the government and assist the government in achieving its objectives throughout the period of performance.

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- The degree to which the proposed plan for communicating with the Navy and other government offices is realistic and appropriate.
- The degree to which the plan describes an efficient and effective approach to perform, manage, and coordinate PWS efforts, including utilization of resources and monitoring of performance.
- The degree to which the plan demonstrates the ability to plan for task execution, assign responsibility, control personnel, control utilization of resources, track deliverables, resolve problems, and periodically monitor performance.
- The degree to which the plan demonstrates the ability to respond effectively to fluctuations in workload, manage separate, and overlapping tasks, interface with NAVSEA personnel to accomplish work, and add or reduce manpower as required.
- The degree to which the transition plan is realistic, speaks to minimizing the learning curve for personnel, and describes activities that the offeror will undertake to minimize performance risk during the transition period.
The degree to which the plan to provide surge support when notified of the government's requirement is realistic, and demonstrates the capability and ability to respond to the government's requirements.

Subfactor d, Quality Control Plan:

The government will evaluate the offeror's proposed plan to ensure attainment of the quality level required, as specified in the PWS, and that the plan is sound and realistic. The government will evaluate how thorough and complete the plan is, and that it addresses: how the offeror will ensure that the appropriate personnel and resources are available for supporting the effort; how deliveries will be tracked; how problems will be resolved; how performance will be monitored and how feedback from the government will be obtained regarding performance; how costs will be tracked and if any cost saving initiatives/programs will be implemented. The government will also evaluate the offeror's organizational quality control program and its compliance with applicable quality regulations.

Factor 2, Past performance:

Past performance is a measure of the degree to which an offeror and its proposed subcontractors/team members satisfied their customers in the past and complied with Federal, state and local laws and regulations. The government may contact some or all of offeror and subcontractor/team member's past performance references to ask whether or not they believe: (1) that the offeror was capable, efficient and effective; (2) that the offeror's performance conformed to the terms and conditions of its contract; (3) that the offeror was reasonable and cooperative during performance; (4) that the offeror was committed to customer satisfaction; (5) if given a chance would they select the same or a contractor. The government may consider past performance information obtained from sources other than those identified by the Offeror, include Federal, state and local government agencies, better business bureaus, published media and electronic data bases.

Factor 3, Total Evaluated Cost (including ODCs):

This is a non-rated factor. The evaluation will be based on an analysis of the realism and completeness of the cost data, the traceability of the cost to the offeror's capability data and the proposed allocation of man-hours and labor mix. 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 determination of the most probable cost to be incurred in the performance of

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this contract. If proposed costs are considered to be unrealistic including unrealistic labor and indirect rates, the offeror's proposed costs will be adjusted upward and downward 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. Evaluated cost to the government is an offeror's evaluated cost (including proposed fee) for the base year and the evaluated cost for all option and award term years. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost data volume. The burden of proof for cost creditability rests with the offeror. 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 creditability on the part of the offeror. The government will evaluate offers for award purposes by adding the total evaluated costs for the base year to the total evaluated cost for the option and award term years. Evaluation of the option year will not oblige the government to exercise the options.

Organizational Conflict of Interest (OCI) Mitigation Plan:

Offerors shall include all known or potential conflicts of interests as it relates to this solicitation (N00024-10-R-3057). If real or perceived conflicts of interest exist, a mitigation plan shall be developed and submitted as part of the offeror's proposal. If no conflicts of interest, real, potential, or perceived, exist, the offeror shall clearly state this, and provide a plan to address how they would handle any conflicts of interest that may arise in the future. The OCI Plan will be evaluated on a Pass/Fail basis, and if an offeror's submission is determined to 'Fail' they may be precluded from receiving an award under this solicitation.