

**SOLICITATION**

**FINAL**

1. SOLICITATION NO. N00024-10-R-3069		2. AMENDMENT NO.		3. EFFECTIVE DATE 02/25/2010		4. PURCHASE REQUEST NO. 92030246	
5. ISSUED BY Annette I DeSercey NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 annette.desercey@navy.mil 850-235-5483				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 03/31/2010 1600 <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

This solicitation is issued to support Technical, Analytical, Logistical, Financial and Program Support in Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands. It is anticipated that the awarded task order shall be a Cost-Plus-Fixed-Fee, Award Term Form Task order. The procurement is for one (1) base year and four (4) award term extensions (1 year each) that may be exercised based on the contractor's performance.

This is a competitive procurement among all 8(a) qualified contractors in the Mid Atlantic Zone. The incumbent contractor is In the Arena (ITA) International contract number N61331-07-D-0044.

Unburdened estimates are provided for Other Direct Costs (ODC) such as travel, shipping, etc. The ODC estimates are contained in section L and shall be used in the contractor's proposal. Fee shall not be applied to ODC costs.

Each contractor and subcontractor shall provide an office address, phone number and e-mail address for their assigned DCAA office and their SEAPORT Contract Number.

Questions and comments must be submitted via the Question and Answer module in SEAPORT-e. All questions should be submitted via the SEAPORT-e Portal within ten (10) calendar days after issuance of this solicitation. In the event the system is not available, offerors shall notify the Contract Specialist, Annette de Sercey, phone (850) 235-5483, email [annette.desercey@navy.mil](mailto:annette.desercey@navy.mil)

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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	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List (CDRL). Base Year. (OTHER)	33480.0 LH		
4001	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per Section C, Statement of Work, Section J, DD form 254, and Section J, Contract Data Requirements List (CDRL). Award term 1. (OTHER)	33480.0 LH		

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Option

4002 See FAR 33480.0 LH  
 16.306(d)(2)  
 Provide Services  
 for Technical,  
 Analytical,  
 Logistical,  
 Financial and  
 Program Support  
 In Expeditionary  
 Warfare and  
 Related Mission  
 Areas for The  
 Navy  
 Expeditionary  
 Combat Command  
 and Subordinate  
 Commands, per  
 Section C,  
 Statement of  
 Work, Section J,  
 DD form 254, and  
 Section J,  
 Contract Data  
 Requirements List  
 (CDRL). Award  
 term 2. (OTHER)  
 Option

4003 See FAR 33480.0 LH  
 16.306(d)(2)  
 Provide Services  
 for Technical,  
 Analytical,  
 Logistical,  
 Financial and  
 Program Support  
 In Expeditionary  
 Warfare and  
 Related Mission  
 Areas for The  
 Navy  
 Expeditionary  
 Combat Command  
 and Subordinate  
 Commands, per  
 Section C,  
 Statement of  
 Work, Section J,  
 DD form 254, and  
 Section J,  
 Contract Data  
 Requirements List  
 (CDRL). Award  
 term 3. (OTHER)  
 Option

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
-----	-----	-----	-----
6000	Other direct	1.0 Lot	

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costs required to  
perform effort  
under CLIN 4000.  
Material Cost  
\$50,000 and  
Travel \$75,000.  
Base year.  
(OTHER)

6001 Other direct cost 1.0 Lot  
required to  
perform effort  
under CLIN 4001.  
Material Cost  
\$50,000 and  
Travel \$75,000.  
Award term 1.  
(OTHER)  
Option

6002 Other direct cost 1.0 Lot  
required to  
perform effort  
under CLIN 4002.  
Material Cost  
\$50,000 and  
Travel \$75,000.  
Award term 2.  
(OTHER)  
Option

6003 Other direct cost 1.0 Lot  
required to  
perform effort  
under CLIN 4003.  
Material Cost  
\$50,000 and  
Travel \$75,000.  
Award term 3.  
(OTHER)  
Option

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
7000	See FAR 16.306(d)(2) Provide Services for Technical, Analytical, Logistical, Financial and Program Support In Expeditionary Warfare and Related Mission Areas for The Navy Expeditionary Combat Command and Subordinate Commands, per	33480.0 LH		

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Section C,  
Statement of  
Work, Section J,  
DD form 254, and  
Section J,  
Contract Data  
Requirements List  
(CDRL). Award  
term 4. (OTHER)  
Option

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
-----	-----	-----
9000	Other direct cost required to perform effort under CLIN 7000. Material Cost \$50,000 and Travel \$75,000. Award term 4. (OTHER) Option	1.0 Lot

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

**STATEMENT OF WORK  
FOR  
TECHNICAL, ANALYTICAL, LOGISTICAL, FINANCIAL  
AND  
PROGRAM SUPPORT  
IN EXPEDITIONARY WARFARE AND RELATED MISSION AREAS  
FOR THE  
NAVY EXPEDITIONARY COMBAT COMMAND  
AND  
SUBORDINATE COMMANDS  
01 February 2010**

### **1.0 SCOPE**

This is a performance-based technical and analytical program management effort supporting the Navy Expeditionary Combat Command (NECC) and assigned subordinate commands including the Maritime Expeditionary Security Groups (MESGs), the Riverine Group (RIVGRU), the Naval Expeditionary Logistics Support Group (NAVELSG), the Maritime Civil Affairs Group (MCAG), the Expeditionary Training Command (ETC), the Expeditionary Training Group (ETG), the Expeditionary Combat Readiness Center (ECRC), the Naval Construction Division (NCD), the Explosive Ordnance Disposal (EOD) groups, Mobile Diving and Salvage Units (MDSUs), Navy Expeditionary Intelligence Command (NEIC) and Combat Camera. This effort will include mission analysis for current and future missions when identified and developing a corresponding concept of operations; Naval Mission Essential Task List (NMETL) and training and assessment program monitoring, data updating, management and development; Naval Warfare Publication (NWP) and Navy Technical and Training Publication (NTTP) development and maintenance; Doctrine Organization Training Materiel Leadership Personnel and Facilities (DOTMLPF) analysis with recommended solutions; Logistics and Table of Allowance (TOA) Management Support.

These efforts will be enabled through project management, analysis/assessment support, mission requirement identification, acquisition management, training requirements management/support, operational mission needs identification for NECC and subordinate commands, including integration of NECC and subordinate command's missions into the Maritime DOMAIN focused on Expeditionary Warfare. Specific work efforts within the areas specified herein will be issued as separate technical instructions under the task order.

### **1.1 Background**

The Chief of Naval Operations established the NECC on 1 October 2005. NECC formally stood up on 13 January 2006, as a Functional Commander for shore-based expeditionary type forces within the Navy. Its mission is to man, train, and equip Navy forces to operate in an integrated fashion; to provide a secure environment for forces and logistics to flow ashore from the Sea Base; to support naval and joint combat forces with explosive ordnance disposal, combat engineering and construction; inland waterway operations; force protection and anti-terrorism; and to develop the capability of assigned

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forces to extend Joint Forces Maritime Component Commander (JFMCC) Domain Awareness into the riparian environment (in-shore, near-coast, near-inland perimeter). The near-term organization of NECC will center on assumption of Type Commander-like functions for forces currently aligned under network-centric warfare (NCW), EOD, NAVELSG, MDSU, NCD, MCAG, Maritime Expeditionary Security Force (MESF), ECRC, ETC, ETG, NEIC and RIVGRU commands.

## **2.0 APPLICABLE DOCUMENTS**

Applicable specifications, standards, and documents will be specified herein.

## **3.0 REQUIREMENTS**

The contractor shall provide all labor, materials and support within the following areas. Identification of new mission requirements, mission analysis, management, analysis/assessment support, training requirements and support, doctrinal and training publications (NWP, NTTP) development, operational mission needs statements, and other specialized staff support.

### **3.1 NMETLS/Mission Analysis/Requirement Identification**

The following are the types of tasks that may be specified under this task order.

3.1.1 The contractor shall maintain the current NMETLS database. In addition, the contractor may support the development of new/additional NMETLS for NECC, MESF, MCAG, and ETC, and review and recommend changes based on the results of mission analysis for subordinate units currently aligned under MESF, RIVGRU, NAVELSG, and 1NCD/NCFC. These new NMETLS will be added into the database.

3.1.2 The contractor shall provide support to NECC Staff and NECC component commands during the mission analysis process required to update the mission based requirements for current, emergent and future/anticipated missions. The mission analysis will require the examination of the (JCP, COCOM) and Component OPLANS, Functional Plans (FUNCPLANS), Concept Plans (CONPLANS), and OPORDs. The mission analysis will include a thorough review of the command's responsibilities under all superior commander's plans and directives and identify C4ISR issues/requirements in order to successfully accomplish the NECC Mission. Mission analysis will be conducted for the NECC Staff, EOD, MCAG, ETC, ETG, MESF, NEIC, RIVGRU, NAVELSG, ECRC and 1NCD. From the mission analysis, additional NMETs will be drafted for NECC, MCAG, ETC, NEIC, RIVGRU, NAVELSG, and 1NCD/NCFC with linkage of C4ISR and other support requirements, and the readiness reporting system.

3.1.3 Implement procedures for ongoing mission analysis of other naval forces as deemed appropriate by NECC to support additional development of new Navy expeditionary capabilities.

3.1.4 Maintain and monitor active/reserve force integration of MCAG, ETC, NCW, RIVGRU, NAVELSG, 1NCD/NCFC, and all subordinate units ,recommend changes to increase readiness and effectiveness of existing and future forces and as required update these databases.

3.1.5 Maintain and monitor for reporting NECC and component commands' readiness status in Type Commander's Readiness Management System (TRMS), Navy Training Information Management

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System (NTIMS), Innovative Readiness Reporting Initiative (IRRI), and Defense Readiness Reporting System – Navy (DRRS-N).

### **3.2 Management Support/Project Management**

The following are the types of tasks that may be specified under this task order.

3.2.1 Provide technical services to NECC headquarters staff, EOD, MESF, MCAG, NAVELSG, RIVGRU, ECRC, First Naval Construction Division (1NCD), and ETC in support of mission analysis, NMETL updates and maintenance, ensure mapping of NMETs to training plans and execution support/readiness reporting are continually updated and current for NECC utilization.

3.2.2 Provide management expertise for the Navy Lessons Learned Information System (NLLIS) and provide technical services to NECC headquarters, EOD, MESF, MCAG, NAVELSG, RIVGRU, ECRC, First Naval Construction Division (1NCD), NEIC and ETC in support of their NLLIS programs.

3.2.3 The contactor shall develop and maintain presentations, reports, point papers, other documents, and related databases in support of the NECC related NMETLS. The contractor shall participate in the performance of all technical analysis, assessments, research, special studies and monitoring. The contractor shall participate in technical and status review meetings. The contractor shall submit project review reports. The contractor will maintain program management processes that provide on time, within budget, quality results. Program management shall incorporate risk mitigation measures.

3.2.4 Provide technical analysis related to the NMETLS for NECC and component commands' between NECC Staff, Commander Fleet Forces Command (CFFC), Office of the Chief of Naval Operations (OPNAV) resource sponsors, Fleet Commanders, Type Commanders, and Chief of Naval Education and Training (CNET), supporting technical agencies, and responsible technical authorities. Recommend and implement updates as required and approved by NECC Staff.

3.2.5 Assist in all phases of determining mission based requirements that are not currently included in the NMETLS database based on examination of the Joint Capabilities Plan (JCP), Commander in Chief (CINC) and Component Operation Plans (OPLANS), war plans, and Operation Orders (OPORD). The mission analysis will include a thorough review of the command's responsibilities under a superior commander's OPLAN and directives.

3.2.6 Assist in the maintenance and development of readiness assessment and reporting procedures based on naval mission essential tasks (NMETs) for expeditionary warfare.

### **3.3 Training Requirements/Support**

The following are the types of tasks that may be specified under this task order.

3.3.1 The contractor shall ensure that training requirements correlate with the NMET tasks in support of the Expeditionary Warfare mission, review existing Navy training/other service training/joint training in support of expeditionary warfare, identify training shortfalls, recommend additional training to address training shortfalls and ensure training readiness reporting.

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3.3.2 The contractor will identify additional training requirements in support of NECC and component commands based on NMETs and mission analysis.

3.3.3 The contractor will support the maintenance of comprehensive training programs and plans in support of NMET based training requirements for NECC and component commands.

3.3.4 The contractor will maintain and update NECC and component commands approved training programs and plans to include individual and unit level training, integrated and sustainment training, and multi-unit, joint and interagency training events.

3.3.5 The contractor will analyze results of NECC and component command training events and exercises and provide recommended courses of action to address deficiencies. Analysis will support the Navy Warfare Training system during all phases including: (1) requirements identification, (2) training plan development, (3) training execution and (4) training assessment.

### **3.4 Technical/Staff Support**

The following are the types of tasks that will be issued under this task order.

3.4.1 Assist NECC staff and its components in updating and maintaining the NMETLS database to include providing for new data entries to support new NMETLS requirements.

3.4.2 Maintain training programs and training plans based on approved NMETs.

3.4.3 Maintain the Defense Readiness Reporting System – Navy (DRRS-N) for the NECC Staff and all subordinate reporting commands.

3.4.4 Provide technical expertise in the areas of civil affairs, cultural awareness training, and language skills in support of the MCAG and ETC.

### **3.5 Additional Minor Support**

The following are the types of minor support tasks that will be issued under this task order.

3.5.1 Provide technical expertise in the areas of logistics support and Table of Allowance (TOA) management to support maintaining an established automated tracking system of the TOA/supplies to include the identification of equipment.

3.5.3 Maintain inventory of command supplies and TOA material to include records, preparing shipments, accepting deliveries, prepare shipping documents and mailing labels and verify accuracy of material requests, record items removed from inventory and track material requests and fill orders.

3.5.4 Provide technical expertise in development of logistic policy and procedures.

3.5.5 Conduct periodic inventory of command supplies and TOA material to ensure compliance with recorded databases.

3.5.6 The contractor shall, as Subject Matter Experts (SME's), maintain and update analytical reports

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in support of the NECC staff (Echelon III), Groups (Echelon IV), and subordinate (Echelon V) commands relating to financial management.

3.5.7 The contractor shall maintain reports in support of the oversight of the NECC Government Travel Card program and shall, as necessary, make Defense Travel System (DTS) system inputs.

3.5.8 The contractor shall conduct periodic financial reconciliation of DTS account balances to Standard Accounting and Reporting System - Field Level (STARS-FL) and provide reports of discrepancies, if any, for government action.

3.5.9 Provide technical assistance and support to identify and report for government resolution unliquidated obligations and outstanding commitments impacting funding reconciliation.

3.5.10 Provide services to obtain and analyze financial data from locations such as Standard Accounting and Reporting System (STARS) and Defense Finance and Accounting Service (DFAS) as well as pertinent financial web sites as required to prepare reports for government action.

3.5.11 The contractor shall participate in working group meetings with NECC and subordinate commands to help define/refine/recommend requirements, conduct mission analysis, develop readiness reporting criteria, and other project related purposes.

3.5.12 Participate in Cross Functional teams in support of the Navy Expeditionary Combat Enterprise (NECE) and assist in the management of the CFTs, prepare reports, coordinate monthly and quarterly meetings.

3.5.13 The contractor shall submit meeting minutes within five (5) working days of the completion of each meeting.

3.5.14 The contractor shall submit a trip report documenting the results of the working group within five (5) working days of the completion of each meeting.

### **3.6 Progress Reporting**

As specified under this task order. It is anticipated that the progress reporting function will feature the following:

3.6.1 Report shall include enclosures for Actual Summary of Hours and Actual Detailed Hours. The Detail of Hours shall include (as a minimum) employee names, skill levels, labor hours by project/module, rates, monthly costs, cumulative costs, and Other Direct Costs (ODC). Contractor format is acceptable.

3.6.2 Copies of trip reports for all trips made during the reporting period will be submitted as enclosures to the monthly status report.

3.6.3 The contractor shall use e-mail for administrative coordination issues. Classified (up to secret) information can be transmitted via Secret Internet Protocol Router Network (SIPRNET) e-mail.

### **3.7 Travel**

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The contractor may be required to travel for this effort. Travel expenses are limited by the Government Travel Regulations. The locations and number of trips will vary under this task order. Under no circumstance will the contractor travel to a destination other than those specified without authorization of the Contracting Officer.

The following list of locations and number of trips is an annual estimate for information purposes only. The actual locations and number of trips in any given year may vary significantly.

Pacific Command (PACOM), Pearl Harbor, HI - 8  
European Command (EUCOM), Stuttgart, Germany - 2  
San Diego, CA - 13  
Tampa, FL - 4  
Washington, DC - 5  
Camp Lejeune, NC - 4  
Indian Head, MD - 1  
Pensacola, FL - 2  
Patuxent River, MD - 2  
Miami, FL - 2  
Port Hueneme, CA - 2

#### **4.0 ANTICIPATED DELIVERABLES**

All data deliveries under this task order shall be in accordance with the attached DD Form 1423s and in compliance with the format and guidance specified in the DoD 5000.2 series, as applicable. It is anticipated that all deliverables prepared under this task order may be required to be delivered as hardcopy, electronic media, or both.

#### **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 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

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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 task order completion.

(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 are 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.

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(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 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.

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## **SECTION D PACKAGING AND MARKING**

Packaging and marking, if applicable, shall be in accordance with best commercial practices.

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## **SECTION E INSPECTION AND ACCEPTANCE**

Inspection and acceptance of deliverables will be by Government personnel at the Naval Surface Warfare Center Panama City Division. All deliverables shall be FOB Destination.

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## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The dates below are estimations only. The actual award date will replace the estimated date upon award.

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

4000	4/18/2010 - 4/17/2011
6000	4/18/2010 - 4/17/2011

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

4001	4/18/2011 - 4/17/2012
4002	4/18/2012 - 4/17/2013
4003	4/18/2013 - 4/17/2014
6001	4/18/2011 - 4/17/2012
6002	4/18/2012 - 4/17/2013
6003	4/18/2013 - 4/17/2014
7000	4/18/2014 - 4/17/2015
9000	4/18/2014 - 4/17/2015

Services to be performed hereunder will be provided as stated per Statement of Work. The initial task order will be in effect for 12 months from award. Up to 4 award term years may be executed for up to 12 months each, depending upon on a performance evaluation of at least "Satisfactory" in accordance with the Quality Assurance Surveillance Plan (QASP), attachment J.4.

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## SECTION G CONTRACT ADMINISTRATION DATA

### 1. PCO:

To be determined at time of award.  
Code B32  
110 Vernon Avenue  
Panama City, FL 32407

### 2. Contract Specialist:

Annette de Sercey  
Code B32  
110 Vernon Avenue  
Panama City, FL 32407  
[annette.desercey@navy.mil](mailto:annette.desercey@navy.mil)  
850.235.5483

### 3. Task Order Manager:

To be determined at time of award.  
110 Vernon Avenue  
Panama City, FL 32407

### 4. Defense Contract Management Agency (DCMA)

To be determined at time of award.

### 5. Defense Finance & Accounting Services (DFAS)

To be determined at time of award.

### 6. Invoicing Instructions

NSWCPC – G12 INVOICE INSTRUCTIONS (WAWF)

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

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

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

(d) The contractor shall use the following document types, DODAAC codes and inspection and acceptance

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locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

<input type="checkbox"/>	Invoice (FFP Supply & Service)
<input type="checkbox"/>	Invoice and Receiving Report Combo (FFP Supply)
<input type="checkbox"/>	Invoice as 2-in-1 (FFP Service Only)
<input checked="" type="checkbox"/>	Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)
<input type="checkbox"/>	Receiving Report (FFP, DD250 Only)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

Issue DODAAC	N61331
Admin DODAAC	TBD
Pay Office DODAAC	TBD
Inspector DODAAC	TBD
Service Acceptor DODAAC	N61331
Service Approver DODAAC	TBD
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	TBD
LPO DODAAC	TBD
Inspection Location	See Section E
Acceptance Location	See Section E

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:
To be determined at time of award.

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

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the NSWC Panama City WAWF point of contact June Fordham at (850) 234-4755 or june.fordham@navy.mil. The NSWC Panama City WAWF alternate point of contact is Colette Hazard at (850) 235-5363 or colette.hazard@navy.mil.

#### EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe

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

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

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

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## SECTION H SPECIAL CONTRACT REQUIREMENTS

### DISTRIBUTION LIMITATION STATEMENT

Data generated under this task shall carry the following Distribution Limitation Statement and Handling Caveats.

DISTRIBUTION STATEMENT D: DISTRIBUTION AUTHORIZED TO THE DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY. ADMINISTRATIVE OR OPERATIONAL USE, (DATE STATEMENT APPLIED). OTHER REQUESTS SHALL BE REFERRED TO THE COMMANDER, NAVAL EXPEDITIONARY COMBATANT COMMAND.

DESTRUCTION NOTICE – FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22-M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1-R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OF RECONSTRUCTION OF THE DOCUMENT.

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### RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this task order may not be disclosed by any means without prior approval of the appropriate NSWC PCD authority through the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication of technical or scientific papers; advertising; or any other proposed public release. The contractor shall provide adequate physical protection to such information to preclude access by any person or entity not authorized such access by the Government.

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### PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the QASP attached to the task order and in the award term provisions. The Government Technical Point of Contact (POC) will report the quality of performance to the PCO at the completion of the order or sooner if required to correct less than satisfactory performance. Contractor Performance Assessment Reporting System (CPARS) entries will be made on a regular basis, as required.

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### NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBAs 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

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**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. The total level of effort for the performance of this contract shall be Section B and the format defined in Attachment J-5 per labor year total technical labor 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. (Management and Administrative Support personnel is an additional 10%)

(b) Of the total labor hours of direct labor set forth above, it is estimated that [OFFEROR TO FILL IN (no. of hour)] labor hours are uncompensated effort. Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

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

(d) It is understood and agreed that the rate of labor hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total labor 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 labor 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 labor hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

Fee (Required LOE - Expended LOE)

Fee Reduction = -----

Required LOE

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to

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continue to perform the work until the total number of labor 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 labor hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of labor 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) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish labor hours up to five percent in excess of the total labor hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

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**Access to Government Facilities**

Contractor personnel will require access to Government buildings, during normal working hours (Mon-Fri 0800-1600) and possibly on weekends during periods of high productivity, always under government oversight. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to Mr. Todd Varvel, 757-462-4316 x232. 24 office spaces will be provided at COMNECC with 80 square feet each. Each office will have computer and phone provided. Address is:

Navy Expeditionary Combat Command  
1575 Gator Blvd Bldg 3504  
NAB Little Creek  
Norfolk, VA 23521

Access procedures will be provided to the contractor after award.

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**CHANGES IN KEY PERSONNEL**

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.

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(b) The contractor agrees that during the first 180 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least thirty (30) days, or forty-five (45) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:

- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute;
- (4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- (5) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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

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

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**POST AWARD CONTRACTOR PERSONNEL APPROVAL**

(a) Requests for post award approval of additional and/or replacement key personnel should be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used.

(c) A cover letter shall be included which clearly demonstrates how the proposed resume clearly meets contract requirements.

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

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**TECHNICAL GUIDANCE**

NAVSEA 5252.242-9115----TECHNICAL INSTRUCTIONS (APR 1999)

The Task Order Manager (TOM) will provide guidance to the contractor regarding the requirements of the Statement of Work (SOW). Such guidance may be needed to prioritize work or initiate specific tasking within broad task areas. Under no circumstances may the TOM direct the contractor to perform work

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outside the scope of the SOW. The contractor is responsible for notifying the Contracting Officer if it believes it has received direction to perform work that is out of scope.

Technical guidance will normally occur through day-to-day verbal communication between the TOM and the contractor's program management personnel. However, written Technical Instructions may be issued at the TOM's discretion. Technical Instructions might be needed to clarify unusually complex requirements, or simply to initiate a written record of guidance that the TOM feels is particularly important. Technical Instructions will be numbered sequentially and will be in the format provided by the Contracting Officer.

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**AWARD TERM CLAUSE**

In addition to the terms and conditions set forth elsewhere in this order, the contractor may earn an award term incentive consisting of an extension to the order period from the minimum one (1) year to a maximum of five (5) years on the basis of:

1. Satisfactory or better performance of the contractor as evaluated by the Government.
2. The Government has a continued need for the services (solely determined by the Government).
3. The Government has funds for the services.

For each year of the order, contractor performance is evaluated using the Quality Assurance Surveillance Plan (QASP) and ratings are assigned based on how well the contractor has performed. If ratings are satisfactory or better for Year 1, the contractor earns Year 2; if ratings are satisfactory or better for Year 2, the contractor earns Year 3, and so on up to the maximum of five (5) years. But if ratings are less than satisfactory for any year, then the order is ended. The evaluation criteria and the award term procedures are described in the "Quality Assurance Surveillance Plan" and referenced in the "Award Term Plan".

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**AWARD TERM PLAN**

The Government will assess the quality of the Contractors performance as follows:

**a. Evaluation Criteria and Ratings are contained in the attached Quality Assurance Surveillance Plan (QASP) in Section J.**

The contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. A rating of less than satisfactory on any of the QASP criteria may result in the incentive not being earned.

**b. Evaluation Period.** The evaluation periods will be (1) from award of the order through the end of the base period of performance and (2) for each award term year thereafter. Interim evaluations will also be conducted as described below.

**c. Personnel.** The Government evaluation team will be as specified in the QASP.

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**d. Interim Evaluations.** An interim evaluation shall be conducted at the midpoint (i.e., six months) of each evaluation period. No later than 15 calendar days after the midpoint of the evaluation period, the Assessing Official shall notify the Contracting Officer of the contractor's current strengths and weaknesses on the basis of inputs from the performance monitors and other pertinent sources. The Contracting Officer will then issue a letter to the contractor describing the strengths and weaknesses identified by the Assessing Official. The Contracting Officer may also issue letters at any time when it is deemed necessary to highlight areas of Government concern.

**e. End-of-Period Evaluations.** No later than 60 calendar days prior to the end of the evaluation period, the Assessing Official shall initiate a report covering the entire evaluation period and submit that report to the contractor for review and comment. The contractor shall review the report and provide comments to the Assessing Official within 10 calendar days. If the contractor concurs, the Assessing Official will forward the report to the Reviewing Official who will finalize the ratings and close the report. If the contractor does NOT concur with ratings the Reviewing Official will then reconcile any disagreements between the Assessing Official and the contractor, finalize the ratings, and close the report. All reports must be closed no later than the 30 days prior to the end of the evaluation period. Once the report is closed, the ratings are not subject to dispute by either party.

**f. Award-Term Incentive Determination.** As stated above, the contractor must receive a rating of satisfactory or better on each of the QASP evaluation criteria in order to earn the award-term incentive. The Contracting Officer will review the closed report to determine if the award term incentive has been earned. If the incentive has been earned, then the Contracting Office will issue a modification to grant the award term extending the period of performance of the order. The award term is subject to cancellation based on the following specific contingencies: elimination of the requirement; lack of funding; and unfavorable determination that price is fair and reasonable.

**g. Changes to the Award-Term Plan.** This Award-Term Plan is a part of the order and can only be changed by a bi-lateral modification to the order. Either party may propose a change to the Award-Term Plan at any time. However, if either party desires a change to the plan and a mutual agreement cannot be reached, then this original Award-Term Plan will remain in full effect.

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**CAPPED RATES**

The Offeror shall identify each capped rate contained in its Seaport contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the task order award.

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**MATERIAL COSTS**

Material dollars are intended to cover items of expense directly associated with producing Task Order deliverables to exclusively include copying costs and consumables (binders, tabs, CD-ROM blank disks, etc.). Items of expense not included in this estimate are personnel relocation, computer usage, postage and express/overnight delivery charges, and telephone and other communication costs. Offerors who do not direct charge reproduction and/or consumables shall so state and may reduce the dollar amount correspondingly. Offerors who plan to direct charge any other item of ODC shall identify each item of expense, including associated dollars, and provide the following information for each item. Corresponding dollar amounts for each additional type of ODC shall be included in the offeror's total proposed cost if the expense category is to be allowed as a direct charge following Task Order award.

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**NSWCPC – H06 SECURITY REQUIREMENTS**

a. The work to be performed under this contract as delineated in the DD Form 254, Attachment (J.2) involves access to and handling of classified material up to and including SECRET.

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b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

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## **SECTION I CONTRACT CLAUSES**

All clauses in the basic contract are applicable.

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## **SECTION J LIST OF ATTACHMENTS**

Attachment J.1 Contract Data Requirements List DD Form 1423, 8 pages

Attachment J.2 DD254 Security Classification Specification, 3 pages

Attachment J.3.Key Personnel, 3 pages

Attachment J.4 Quality Assurance Surveillance Plan, 12 pages

Attachment J.5 Cost Summary Format, 3 pages

Attachment J.6 Supporting Cost Data, 1 page

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## **SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS**

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

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

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

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## SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

### SECTION L – INSTRUCTIONS TO OFFERORS

#### TYPE OF ORDER

The Government contemplates award of a single task order with a Cost-Plus-Fixed-Fee pricing arrangement that includes a 60 month period of performance to include award incentive periods of 12 months each, for a total performance period of 60 months if all award terms are awarded.

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

This clause is included in the basic contract and applies to this order with the following exception:

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

#### (f) Task Order with Award Terms

(1) The Government intends to award a Task Order resulting from this solicitation to the responsible Offeror whose proposal is the most advantageous to the Government in accordance with the selection criteria identified in Section M of this solicitation.

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

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

(4) The Government intends to evaluate proposals and award a Task Order based upon initial proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. However, in accordance with clause H-5 of the basic contract, TASK ORDER PROCESS, the Government may contact any, all, or a limited number of Offerors 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) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(7) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items 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 or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

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

(9) Task Order award will be made in accordance with clause H-5 TASK ORDER PROCESS on the basic contract.

#### ADDITIONAL INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS.

##### 1.0 GENERAL

It is the offeror's responsibility to bring to the attention of the Contracting Officer at the earliest possible time, but prior to the closing date, any ambiguities, discrepancies, inconsistencies, or conflicts between the Statement of Work (SOW) and other solicitation documents attached hereto or incorporated by reference. All questions should be submitted via the SEAPORT-e Portal within (10) calendar days after issuance of this solicitation. In order to allow for procurement lead time and a fair and equitable evaluation of all proposals submitted under this competitive procurement, all proposals shall be based on a task order start date of 90 Days after closing of solicitation. This date is only an estimate of the anticipated task order start date and will be used for the purpose of proposal evaluation only. A definitive task order performance start date will be incorporated into the Task Order award document.

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## 2. INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals must be submitted electronically via the SEAPORT-e Portal. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all offerors must comply with the solicitation instructions for content of the proposals. Proposals that do not comply with these instructions may be considered non-responsive and may render the offeror ineligible for award. Proposals shall be limited to the submissions requested.

## 3. PROPOSAL CONTENT

### 3.1 Legal Offer

### 3.2 Written Technical Proposal

### 3.3 Personnel Qualifications

### 3.4 Past Performance

### 3.5 Cost Proposal

## 4. DETAILED INSTRUCTIONS FOR EACH PROPOSAL SECTION

4.1 Legal Offer – The completion and submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions of the solicitation. The offer consists of and must include the following:

4.1.1 Cover Letter – The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state that proposal validity is valid through a period of 90 days.

4.1.2 Section B – Complete all pricing

4.1.3 Section H – Complete Level of Effort (LOE), separately identifying compensated and uncompensated hours for all hours (prime, subcontractor, and consultant). Mandatory Requirements as specified herein – address and/or certify how each of the mandatory requirements are met.

4.1.4 Section K – See information above in Section K – Representations, Certifications, and Other Statements of Offerors.

4.1.5 Section L – Organizational Conflict of Interest (OCI) and Mitigation Plan – The Conflict of Interest Provision is included in Section L. The offeror must either certify compliance with the OCI clause or present an acceptable mitigation plan to neutralize any actual or perceived organizational conflict of interest.

### 4.2 Technical Proposal

#### 4.2.1 – General Guidance

The technical proposal shall not contain any reference to cost and shall be prepared in accordance with the following guidelines and the TECHNICAL PROPOSAL specific requirements below.

The technical proposal should be written so that management and engineering oriented personnel can make a thorough evaluation and arrive at a sound determination as to whether the proposal meets the requirements of this solicitation. To this end, the proposal shall be so specific, detailed and complete as to clearly and fully demonstrate that the prospective contractor has a thorough understanding of the technical requirements contained in Section C of this solicitation. The technical proposal shall not exceed 30 pages except that additional pages will be allowed for matrices.

Statements such as "the offeror understands", "will comply with the statement of work," "standard procedures will be employed", "well known techniques will be used" and general paraphrasing of the statement of work are considered inadequate. The technical proposal must provide details concerning what the contractor will do and how it will be done. This includes a full explanation of the techniques, disciplines, and procedures proposed to be followed.

In the event any portion of the technical proposal is written by anyone who is not a bona fide employee of the firm

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submitting the proposal, a certificate to this effect shall be furnished. It must be signed by a responsible officer of the offeror and shall show the author's name, employment capacity, the name of the person's firm, the relationship of that firm to the offeror's, and the portion of the technical proposal he/she wrote.

Technical information previously submitted, if any, may not be considered by the Government; hence, any such information should not be relied upon or incorporated in the technical proposal by reference.

#### 4.2.2 – Technical Competence and Understanding

The offeror shall demonstrate an understanding of the requirements identified in the Statement of Work and the competence to perform the requirements. Examples of areas to include are:

- Mission Analysis/Requirement Identification
- Training Requirements/Support
- Operational Mission Needs
- Technical/Staff Support
- Logistics Support
- Management Support/Project Management
- Financial Management Support
- Working Group Meetings
- Progress Reporting

4.2.3 Risk Identification and Mitigation. It is the Government's intent to assess performance risk for each factor and sub factor. Offerors shall specifically identify area(s) within their technical proposal where risk is present and identify what steps they will take to mitigate this risk to ensure fully successful performance.

4.2.4 Subcontracting/Teaming/Consulting Agreements – A copy of any subcontracting/teaming/consulting agreements proposed to fulfill any direct charged part of the task order shall be provided. It shall be signed by both the Offeror and the proposed subcontractor/team member/consultant and shall show agreement as to the specific technical work areas to be subcontracted, the projected labor categories (key/nonkey/support) to be provided, and the level of effort to be provided. It shall be fully consistent with other portions of the proposal to include resumes submitted and the Cost Proposal. Agreements shall be submitted only for those subcontractors or consultants who are priced in the Cost Proposal. This documentation is not to be included in the technical proposal page limitation.

#### 4.3 – Personnel Qualifications

##### 4.3.1 – General Guidance

Resumes shall not exceed 2 pages in length. Offerors may supplement each 2-page resume with information that sets forth work experience and qualifications that are directly related to this requirement. The resume shall not contain any information that violates the Privacy Act. Attachment J.3 lists the desired qualifications for Key Personnel for this effort. It is provided as a guide to notify Offerors of the types of experience and training that the Government considers important to successfully execute the task order. The caliber of personnel set forth is intended to be a guideline and is intended to assist the Offerors in selecting personnel capable of performing the tasks required under this solicitation. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates the ability of proposed personnel to satisfactorily fulfill the task order requirements. The number of resumes specified is based on the assumption that each individual will be available on a full-time basis. If this is not the case, and a proposed Key Person will be available only on a part-time basis, additional resume(s) are required to equal the equivalent of a full-time person. If the employee is not a current employee of the offeror (or a proposed subcontractor), a copy of the accepted offer letter shall be provided. An additional copy of this letter shall be provided in the Cost Proposal which identifies a projected start date and the agreed to annual salary.

4.3.2 Key Personnel Resumes – Resumes are required and shall contain the following information:

- Years of Experience
- Name/Current Position/Title/Company
- Educational and professional development history
- Chronology of professional experience with emphasis on SOW-related experience.
- Current level of security clearance

4.3.3 – Matrix for Personnel Resumes – Offerors are to provide the following information for all resumes submitted with the offer.

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## CONTRACT LABOR CATEGORY NUMBER OF RESUMES SOW PARAGRAPH

4.3.4 – Staffing Plan – The Offeror shall provide a matrix (key and non-key personnel) demonstrating how the proposed personnel shall support task areas described in the SOW with their man-year allocation. Include name, company name, years with the company, primary work location, contract labor category, years of applicable professional experience, percent of time proposed, proposed task area assignments, level of security clearance, resume page number (if applicable). The offeror shall describe their proposed organizational structure and the responsibilities of proposed individuals for whom a resume has been submitted. The offeror shall describe the breadth and depth of its corporate knowledge base as it applies to this requirement and the ability to bring this corporate knowledge to bear on the tasks covered by the SOW.

### 4.4 – Past Performance

The Offeror will provide a minimum of three (3) past performance references but no more than four (4) past performance references that reflect recent relevant experience performed within the last five years that demonstrate the ability to handle the scope and breadth of the SOW for this task order. This section is limited to four pages. Include contract/task order number, contract type, program name, total contract cost, short description of work performed, how the work is relevant to this task and names and valid telephone number and email and mail address for the Procuring Officer (PCO), the Contracting Officer Representative (COR)/Task Order Manager (TOM), and Program Manager. The Government may also use other information such as Award Fee data and CPARS/PPIRS data available from Government sources to evaluate an Offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. If subcontracting is proposed for the subject task order, past performance references where the Offeror has served as a prime contractor with subcontractors would be of interest. If the offeror does not provide at least three performances references during the last five years, the offeror shall address this and provide a written narrative providing the detailed reasons for not providing at least three references.

## 4.5 COST PROPOSAL ELEMENTS

### 4.5.1 – General Guidance

No technical information shall be submitted as part of the Cost Proposal. Offers submitted in response to this solicitation shall be in terms of U.S. dollars. Offers received in other than U.S. dollars shall be rejected. The cost data shall be organized as follows. These instructions apply equally to the prime contractor as well as proposed subcontractors/consultants.

Cost Summary. Provide cost summary in the format of Attachment J.5, "Cost Summary Format," showing cost elements based on functioning formulas in a Microsoft Excel Format. This spreadsheet shall be divided into separate pages such that no information is provided in smaller than 10 characters per inch.

4.5.2 Supporting Cost Data. Provide supporting cost data as required in the format of solicitation Attachment J.6, "Supporting Cost Data." When the offeror elects to claim FCCOM as an allowable cost, the offeror must include DD Form 1861, Contract Facilities Capital Cost of Money. Narrative shall be attached to the Supporting Cost Data Table to describe derivation of labor rates and application of escalation, use of uncompensated overtime, pools to which indirect rates are applied, and historically proposed, DCAA recommended and actual (audited and unaudited) indirect rates experienced by the offeror within the past three years. Additional narrative, if necessary, may also be attached. If a formal Forward Pricing Rate Agreement has been negotiated, provide a copy. Provide copies of any DCAA correspondence that approves proposed indirect rates. Identify the planned subcontract type for each subcontractor/consultant.

4.5.3 Direct Labor - Offerors shall base the hours of their Cost Proposals on the work hours of technical and administrative labor shown in Attachment J.5. The exact level of support will be defined through incremental funding applied during the task order period of performance. The Government furnishes this estimate for the purpose of providing additional information to the statement of work to permit optimum response by offerors and to allow a more timely and comparable evaluation of proposals. The agreed to key personnel level of effort will be specified in the award document, in accordance with the Section H, "Level of Effort" clause.

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Cost Proposal for Labor Hours: The offerors are directed to provide proposed costs based on the labor hours shown in the Labor Hours Chart below. The labor mix is at the discretion of the contractor. Offeror's shall utilize the chart below to develop proposals for this CLIN. The chart below represents the total number of estimated labor hours for this requirement (Labor hours). Offeror cost proposals shall be a complete and detailed cost breakdown as shown in Attachment J.5. Cost proposals shall identify the escalation rate factors applied to years two (2) through five (5).

### Labor Hours Chart

	Year 1 Award date - 12 months	Year 2 13 months - 24 months	Year 3 25 months - 36 months	Year 4 37 months - 60 months	Year 5 49 months - 60 months	Total
Labor Hours	33480	33480	33480	33480	33480	167400

Note: Administrative labor includes such things as word processing, reproduction, library, financial, contract administration (to include support for progress report preparation and invoicing), security administration, contract quality assurance, deliverable review and approval, etc. that are necessary to support the technical effort. The offeror shall indicate the hours / amounts proposed for each of these proposed administrative functions, and any deviations to the proposed labor hour allocation.

4.5.4 Work year Estimate - The Government's estimate of effort is based on labor hours.

Offerors shall propose on the basis of their average work year; for example, one offeror's work year of effort may equate to 1880 hours and another offeror's work year may be 1920. A minimum of 1,775 compensated regular hours per work year is required. Support functions not proposed to be direct charged will be considered overhead in nature and will not be allowed as direct charges under the task order.

4.5.5 FAR 52.237-10 in Section I defines Uncompensated Time (UT) as any hours worked in excess of 40 hours per week without additional compensation. Some firms manage UT through the process of Total Time Accounting (TTA). The effect of UT/TTA is that the total hours worked are charged to the contract/order at a rate less than the individual's regular hourly rate based on a 40-hour workweek. In accordance with FAR 52.237-10 and the need to adequately evaluate all offers, offerors shall:

(A) Identify proposed hours as compensated or uncompensated.

(B) Provide the basis for the number of hours used as well as the mix (i.e., compensated / uncompensated). This data must be verifiable either with DCAA or through the analysis of supplemental statistical data that the offeror includes in the cost proposal.

4.5.6 Proposed hours shall be supported by a detailed breakout of an average work year for exempt and non-exempt employees in the following format:

Description	Exempt	Non-exempt
One year base hours	2,080	2,080
Subtract Paid Holidays		
Subtract Paid Vacation		
Subtract Sick Leave		
Subtract Other Paid Leave (e.g., Jury Duty, Military Leave, etc.)		
Subtotal – Net Compensated Hours		
Add Uncompensated Hours		
Total Hours per Work year		

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Note: it is noted that the proposed work year, in order to be evaluated as realistic, should be based on actual historical information rather than 2,080 hours less the quantity of paid absence hours provided for in the offeror's fringe benefit package. This caution is provided because not all employees may take their entire leave entitlement.

4.5.7 Offerors shall provide the following work year information in narrative format:

- (A) List of offeror's paid holidays,
- (B) State the average number of paid vacation days per employee per year,
- (C) State the average number of sick days per employee per year, and
- (D) Describe any other factors used to determine direct and indirect labor hours.

4.5.8 Other Direct Costs. The Government's unburdened estimated for travel under this effort is listed below for tasking specified in the Statement of Work. This estimate must be included in Section B of the offer for all applicable CLINs. The management of travel between Prime and any Subcontractors shall be described. Other ODC amounts proposed by an offeror shall also be included for all applicable CLINs and these costs shall be itemized with written justification provided to support the proposed costs. In order for an expense category to be allowed as a direct charge under the resulting task order, it must be identified in the proposal and be reflected in the applicable CLIN.

Travel Amounts are stated in not to exceed amounts.

BASIC	\$	\$75,000
AWARD TERM 1	\$	\$75,000
AWARD TERM 2	\$	\$75,000
AWARD TERM 3	\$	\$75,000
AWARD TERM 4	\$	\$75,000
<b>TOTAL TRAVEL</b>	\$	\$375,000

Material Amounts are stated in not to exceed amounts.

Base Year	\$	\$50,000
Award Term 1	\$	\$50,000
Award Term 2	\$	\$50,000
Award Term 3	\$	\$50,000
Award Term 4	\$	\$50,000
<b>TOTAL MATERIAL</b>	\$	250,000

The Government estimate is based on historical data. Each offeror shall use this amount for proposal purposes since exact destinations and amounts may vary over the lifetime of the task order and each offeror should propose this amount.

If it is anticipated that subcontractors will need to incur items of Other Direct Costs, they shall be proposed as such (subject to the solicitation requirements with respect to ODCs) or none shall be allowed to be reimbursed during task order performance. It is not acceptable for the prime contractor to include all travel and materials in their portion of the Cost Proposal if subcontractors or consultants will be used. Offerors shall note that the Realism Assessment will assess the extent to which the travel and material dollars provided above were allocated to proposed subcontractors.

Offerors are reminded that in accordance with the Basic Seaport contract, ODCs are non-fee bearing.

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The proposed direct charge of any item, such that title transfers to the Government under the provisions of FAR 52.245-5, Government Property, is not acceptable unless specifically authorized in writing under the contract.

Furthermore, if a category of expense is not proposed as a direct charge in the Cost Proposal, it will not be allowed during contract performance unless it is established that there has been a DCAA-approved change in accounting procedures. This restriction is equally applicable to subcontractors.

4.5.9 Subcontracted costs. Each subcontractor shall be addressed separately, and detailed cost information shall be provided in the same format as required for the prime contractor. The contractor shall submit their proposal in Microsoft Excel format. The detailed information may be provided separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors shall submit their information directly to the Government via Seaport-e. Cost data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals. Subcontractors are required to provide the DCAA branch office for their company, along with the name, phone number and email address of a DCAA point of contact who is familiar with their company. The prime contractor is required to provide their analysis on the reasonableness of proposed subcontractor costs.

4.5.10 Savings Initiatives. The offeror shall disclose all basic contract capped rates. The capped rates shall be included in the resulting Task Order resulting from this solicitation. These are to include at a minimum, maximum pass thru rate; guaranteed savings; maximum escalation; and fee limitation.

4.5.11 Government Office Space.

Contractor personnel will require access to Government buildings, during normal working hours (Mon-Fri 0800-1600) and possibly on weekends during periods of high productivity, always under government oversight. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to Mr. Todd Varvel, 757-462-4316 x232. Twenty four (24) office spaces will be provided at the **Navy Expeditionary Combat Command** with 80 square feet each. Each office will have computer and phone provided.

Address is:

Navy Expeditionary Combat Command  
1575 Gator Blvd Bldg 3504  
NAB Little Creek  
Norfolk, VA 23521

#### 4.6 PRE-AWARD FACILITY SECURITY CLEARANCE

(a) The resulting order will be placed with an offeror possessing a facility security clearance issued by the Defense Investigative Service at the required security level. A Government facility will initiate appropriate security clearance action for any apparent successful offeror which does not already possess such clearance. The government is not obligated to delay issuance of the order pending security clearance of any offeror.

(b) The security classification of this procurement is specified in the Contract Security Classification Specification, DD Form 254, Attachment J.2

#### 4.7 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. General guidance may be found in FAR 9.505; however, this guidance is not all-inclusive. The

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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, each potential prime offeror is required to provide the following information: (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 brief description of the potential conflict; (3) the statement of work (or technical instruction) from the existing contract; (4) a mitigation plan for mitigating the conflict; (5) and any additional information the Contracting Officer should consider in making a determination of whether a conflict of interest exists and the mitigation plan is acceptable. 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 and can be adequately mitigated based on any information received from any source.

(c) 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, the offeror shall include a statement to that effect in its response to this solicitation.

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## **SECTION M EVALUATION FACTORS FOR AWARD**

### SECTION M – EVALUATION FACTORS FOR AWARD

This Task Order is reserved for only those contractors, which have {Mid Atlantic Zone} identified in section B of the MAC contract. Proposals from other contractors will not be considered.

### **EVALUATION FACTORS FOR AWARD**

It should be highlighted that the Government is looking for a responsible, technically superior 8(a) program contractor with the capabilities to successfully provide support to the Navy Expeditionary Combat Command (NECC) at a realistic cost. Award will be made to that offeror who meets the requirements of FAR Subpart 9.1, Responsible Prospective Contractor, and whose proposal will be most advantageous to the Government, estimated cost and other factors considered. The Government reserves the right to determine which proposal demonstrates the required competence for performing the requirements described herein and offers the greatest value to the Government. Offerors are advised that the Government may make award to other than the low offeror.

#### **1.0 Evaluation of Technical Proposals**

The Government has established the relative importance of the factors as follows:

Factors 1.0, 2.0, and 3.0 are approximately equal in importance.

Factors 1.0, 2.0, and 3.0 are each significantly more important than Factor 4.0.

Offerors meeting the mandatory requirements will be evaluated relative to the following Best Value source selection factors and sub factors. Each separately evaluated factor and sub factor will be assigned a letter grade of A, B, C, D, or F where A is the highest grade. Proposal factor/sub factor strengths, weaknesses, deficiencies will be noted. Both risk and the offerors' plans for risk mitigation will be evaluated. The factors for evaluation are as follows:

#### **Factor 1.0 Technical Capabilities**

It should be noted that any proposal that is found to be unsatisfactory in any factor of the Technical Proposal might result in the entire Proposal being deemed unacceptable.

#### **Factor 2.0 Personnel Qualifications and Management**

- a) Resumes of Key Personnel
- b) Staffing Plan

#### **Factor 3.0 Past Performance**

In the event an offeror has no record of relevant past performance, or information on past performance is not available, the offeror will not be evaluated either favorably or unfavorably on past performance. A neutral rating will be assigned to this evaluation factor.

#### **Factor 4.0 Evaluated Cost**

#### **2.0 Evaluation of Cost Proposal**

The cost proposals will be evaluated to determine a cost adjustment for cost realism. THE OBJECTIVE OF THE COST ANALYSIS WILL BE TO DETERMINE THE REALISM OF THE PROPOSED COSTS. Offerors cost proposals will be adjusted based on the findings of the cost realism analysis for the purposes of performing the best value analysis.

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### 3.0 Basis for Award

The relative importance of cost and technical factors will be determined by a cost-technical trade-off. The Government may pay a premium in total estimated cost for a proposal which scores higher technically. A contract will be awarded to the responsible offeror whose proposal represents the combined technical merit and cost most advantageous to the Government. The Government reserves the right to determine which proposal offers the greatest value. Offerors are advised that the Government seeks proposals that demonstrate the greatest technical ability at a reasonable and realistic cost. Award will be made to that technically superior offeror whose proposal represents the greatest value. Value will be determined for each proposal by weighing the degree of technical superiority, the risk of non-performance, and the cost. As a result of the foregoing methodology, the Government may award to other than the low offeror.

#### Explanation of Ratings

#### Evaluation Ratings

Evaluations in support of SeaPort-e source selections shall employ a letter grade method for rating contractor proposals against evaluation factors and significant subfactors identified within Section M of SeaPort-e solicitations. The appropriate letter grade rating shall be assigned to each factor and significant subfactor, as required, subsequent to and consistent with the narrative evaluation, which shall indicate a proposal's strengths, weaknesses, and risks. A proposal need not have all of the characteristics of a grade category in order to receive that grade rating; evaluators should use judgement to rate the proposal using these characteristics.

**Technical and Management Factors. The narrative description of each grade follows, as appropriate for technical and management evaluation factors:**

**A: An "A" 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 significant subfactor), the proposal contains major strengths, exceptional features, or innovations that should substantially benefit the program.
- >> There are no weaknesses or deficiencies.
- >> The risk of unsuccessful contract performance is extremely low.

**B: A "B" 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 the performance of the program.
- >> The proposal has major strengths and/or minor strengths, which indicate the proposed approach will benefit the program.
- >> Weaknesses, if any, are minor and are more than offset by strengths.
- >> The risk of unsuccessful performance is very low.

**C: A "C" 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 the performance of the program.
- >> There are few, if any, exceptional features to benefit the program.
- >> The risk of unsuccessful performance is low.
- >> Weaknesses are generally offset by strengths.

**D: A "D" 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 the performance of the program.
- >> The proposal has weaknesses that are not offset by strengths.
- >> The risk of unsuccessful contract performance is moderate.

**F: An "F" proposal is characterized as follows:**

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>> The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules, and other aspects essential to the performance of the program.  
>> Numerous weaknesses and deficiencies exist.  
>> The risk of unsuccessful performance is high.

**Past Performance. The narrative description of each grade for evaluation of past performance factors and subfactors follows:**

**Neutral** - The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

**A** - The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded many to the Government'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.

**B** - The offeror's performance of previously awarded relevant contract(s) met contractual requirements and exceeded some to the Government'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.

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

**D** - 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.

**F** - 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.

Strengths, weaknesses, risks, deficiencies, cross-impact and omissions are defined as follows:

**Strengths**

That part of an Offeror's approach which represents an added benefit to the Government that exceeds the requirements and is expected to increase the quality of the Offeror's performance.  
Strengths are typically high quality personnel, facilities, organizational structures and/or technical approaches that allow the Offeror to perform the work more cost effectively or at a higher level of quality.

**Weaknesses**

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A flaw in the Offeror's approach that increases the risk of unsuccessful contract performance.

A “significant weakness” is a flaw that fails to adequately meet the requirement and appreciably increases the risk of unsuccessful contract performance.

A “minor weakness” is a flaw that is lesser in nature that may indicate a complete lack of understanding of the requirement or lack of a complete response to the requirement. The accumulation of minor weaknesses may become significant.

Weaknesses are typically less-than-average quality personnel, facilities, organizational structures and/or technical approaches that cause the Offeror to perform the work less cost effectively or at a lower level of quality.

A weakness in and of itself does not render a proposal technically unacceptable.

### **Deficiencies**

A material failure of a proposal to meet a Government requirement or a combination of significant weaknesses in a proposal that increases the risk of unsuccessful contract performance to an unacceptable level.

### **Risks**

Those areas or events of a proposal which have a probability of negative consequences associated with a set of conditions or actions. Risk implies that action must be taken to avoid failure.

Risk shall be identified as high, moderate, or low as indicated below:

**HIGH:** Approach contains many risks for which alternatives are not identified and/or are considered unachievable. The proposed approach is unlikely to meet the requirements and/or may require substantial revisions or excessive Government assistance during performance.

**MODERATE:** Approach contains some risks for which alternatives are generally identified and are considered achievable with some revisions to the proposed approach or the alternative. The proposed approach is likely to meet the requirements with minor revisions in most areas and moderate Government assistance during performance.

**LOW:** Approach contains few risks for which alternatives are identified and which are considered achievable. The proposed approach is likely to meet the requirements with only minor revision and nominal Government assistance during performance.