



SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 2 of 2	FINAL
--------------------------------------	--------------------	----------------	-------

## GENERAL INFORMATION

This requirement is currently being performed by SERCO INC., under contract number N00244-09-F-0974 (GSA Contract GS-09F-0974).

The terms Contracting Officer's Representative (COR) and Task Order Manager (TOM) are synonymous with each other.

Per the terms of the SeaPort MAC contract with contractors who are large businesses, a 20% subcontracting goal is required. See section " I ", clauses FAR 52.219-9 Small Business Subcontracting Plan, and DFARS 252.219-7003 Small Business Subcontracting Plan (DoD Contracts).

### **Amendment 0001:**

ORGANIZATIONAL CONFLICT OF INTEREST (OCI) clause added to Section H.

DD 254 Rev 001 Attached.

### **Amendment 0002:**

Administrative Change to "Section M, Factor II: Past Performance Grading Criteria" as noted below:

Was:

The relevance of prior contracts directly bears on the likelihood that the Combat Systems (CS) acquisition will be successfully performed. Therefore, the Contracting Officer may favorably consider prior contracts that are highly relevant to the scope of the CS acquisition; conversely, the Contracting Officer may view less relevant prior contracts as presenting more risk to successful performance of the CS contract, notwithstanding the commendable past performance information on these less relevant prior contracts.

Is:

The relevance of prior contracts directly bears on the likelihood that the TORIS acquisition will be successfully performed. Therefore, the Contracting Officer may favorably consider prior contracts that are highly relevant to the scope of the TORIS acquisition; conversely, the Contracting Officer may view less relevant prior contracts as presenting more risk to successful performance of the TORIS contract, notwithstanding the commendable past performance information on these less relevant prior contracts.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 1 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

**SECTION B SUPPLIES OR SERVICES AND PRICES**

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
4000	Base Year Labor (O&MN,N)	29760.0 LH		
4001	Option Year 1 Labor (O&MN,N) Option	29760.0 LH		
4002	Option Year 2 Labor (O&MN,N) Option	29760.0 LH		
4003	Option Year 3 Labor (O&MN,N) Option	29760.0 LH		
4004	Option Year 4 Labor (O&MN,N) Option	29760.0 LH		

For ODC Items:

Item	Supplies/Services Qty	Unit Est. Cost
6000	Base Year Travel (O&MN,N)	1.0 Lot
6001	Option Year 1 Travel (O&MN,N) Option	1.0 Lot
6002	Option Year 2 Travel (O&MN,N) Option	1.0 Lot
6003	Option Year 3 Travel (O&MN,N) Option	1.0 Lot
6004	Option Year 4 Travel (O&MN,N) Option	1.0 Lot

NOTE A - The Base Period of one year will commence on the date of Task Order award.

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

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 2 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

CONTRACT TYPE SUMMARY FOR PAYMENT OFFICE (COST TYPE)

(NAVSEA) (FEB 1997)

This entire contract is cost type.

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

PAYMENTS OF FEE(S) (LEVEL OF EFFORT) (NAVSEA) (MAY 1993)

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

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

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

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

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 3 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT

#### 1.0 BACKGROUND

The Afloat Training Group Pacific (ATGPAC) developed a knowledge and data enterprise solution called Training and Operational Readiness Information System (TORIS). TORIS enables Commander, Naval Surface Force's (CNSF) Ship Training (SHIPTRAIN) and Surface Warfare Enterprise (SWE) programs to collect, store and display readiness and performance data to provide cost-wise readiness. It was approved by the Department of the Navy Application and Database Management System (DADMS) in the fall of 2005 as an authoritative database.

As a suite of software applications, TORIS provides data collection, data display and data sharing for all surface force ships and all Afloat Training Groups (both Pacific and Atlantic areas of responsibility). Included in the TORIS suite are the following associated applications:

- a. Training Figure of Merit (TFOM). TFOM provides a lens into the TORIS data base to provide units/ISICs a graphic representation of readiness across all warfare areas.
- b. Ships In Training (SIT). An internal tracking tool to track ship's certification status as they proceed through the unit level training cycle.
- c. Supply Management Certification (TORIS-Supply). Used to assess compliance with CNSFINST 5040.1 series and track certification.
- d. 3M Certification (TORIS-3M). Used to assess compliance with CNSFINST 4790.1 series Maintenance and Material Management certification.
- e. Scheduling and assignment of personnel – Master Scheduling Program (TORIS-MSP). Used to account for ATG manpower level of effort required to deliver training to surface ships.
- f. A human resource management (ATG Enterprise Personnel Program, AEPP). Integrates ATG personnel functions into TORIS-MSP to support efficient scheduling of personnel.
- g. TORIS-Afloat. Installed aboard every CNSF ship, is used by ship's force in their daily routine to train to requirements and collect data generated during training exercises. Installed on NIAPS servers or stand-alone systems. Leverages the NIAPS replication process for data transmission back to shore.

Additionally, TORIS feeds surface ship training readiness data to the Defense Readiness Reporting System-Navy (DRRS-N), which is the Navy's Mission Essential Tasks (METs)/capabilities-based readiness reporting system.

There is a substantial requirement for contractor support to improve reliability and maintainability of TORIS to include installation of software on ships, troubleshooting software installed on ships, functional (business) analysis, software engineering and integration, configuration management/quality control, database management/system administration, user training, fleet hardware procurement and distribution, help desk management and documentation. Additionally, there is a significant amount of effort put into metric development and data analysis in direct support of the Surface Warfare Enterprise (SWE).

#### 1.1 SCOPE OF WORK

ATGPAC requires the selected Offeror (Contractor) to provide software engineering, technical training, systems analysis, functional analysis, installation, maintenance, and program support services. The Contractor shall provide qualified personnel to perform software engineering, systems analysis, functional analysis, field support, technical support, fleet support, installation services to support ATGPAC N7 in the execution of Commander Naval Surface Forces SHIPTRAIN program. The tasks described herein are the typical tasks and functions associated with maintenance and integration of the TORIS suite of applications to support SHIPTRAIN/SWE goals and the ATG mission. The Contractor will provide forces afloat and authorized Government agencies with the support listed below. Accomplishment of the tasks herein which include information systems shall be in accordance with the latest DOD/DON standards, policies, and security guidelines.

- 1.1.1 Functional (Business) Analysis
- 1.1.2 Software Systems Engineering and Integration

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 4 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

- 1.1.3 Configuration Management/Quality Control
- 1.1.4 Database Management/System Administration
- 1.1.5 Provide User Training Services
- 1.1.6 Fleet Hardware Procurement/Distribution and Software Installation
- 1.1.7 Fleet Support & Help Desk Management and Documentation

**1.2. PERIOD OF PERFORMANCE/PLACE OF PERFORMANCE**

1.2.1. The period of performance shall be for a period of one (1) base year with four (4) follow on option years. Estimated Period of performance will be as follows:

- Base Year: 01 April 2010 – 31 March 2011
- Option 1: 01 Apr 2011 – 31 March 2012
- Option 2: 01 Apr 2012 – 31 March 2013
- Option 3: 01 Apr 2013 – 31 March 2014
- Option 4: 01 Apr 2014 – 31 March 2015

1.2.2. Primary place of performance will be at ATGPAC, 3455 Sturtevant Street, Building 58, San Diego, CA.

1.2.3. The Contractor may also be directed to perform tasks at other commands located in the San Diego or Norfolk, VA areas, other commands in Fleet concentration areas, or other off-site locations as directed.

**1.3 GOVERNMENT FURNISHED EQUIPMENT/MATERIALS/FACILITIES/INFORMATION**

1.3.1 ATGPAC will provide all computer hardware and software to perform the duties of this task.

1.3.2 ATGPAC will provide access to the NMCI network for email and computer support services.

1.3.3 Government will furnish contractor analysts any special computer hardware, peripheral hardware and software tools required to support assigned task orders. Hardware and software will be returned to ATGPAC upon completion of contract.

**1.4 SECURITY**

1.4.1 Except where otherwise specified, work under this task order is unclassified. The contractor shall comply with all applicable DOD security regulations and procedures during the performance of this task order. The task outlined in paragraph 3.1.8 and 3.2.2 does require access to classified networks. Personnel assigned this task must have and maintain a current Secret clearance. Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data and government personnel work products, which are obtained or generated in the performance of this task order. Department of the Navy (DON) has determined that all DON information systems are sensitive regardless of whether the information is classified or unclassified. Therefore, all personnel accessing DON computer systems must undergo a National Agency Check to verify their trustworthiness. Contractors whose work involves access to sensitive unclassified information warrants a judgment of an employee's trustworthiness. The Trustworthiness clause is applicable to this contract; and, as noted above, contractor employees who perform tasks under paragraph 3.1.8 and 3.2.2 must have a secret clearance on file before contract award. (These employees should be identified as those responsible for tasks under paragraph 3.1.8 and 3.2.2 and should be identified in the staffing plan as having or likely to have a proper security clearance at the time of award.)

**2.0 APPLICABLE DOCUMENTS**

This Performance Work Statement (PWS) may specify the applicability of various military and industrial specifications, standards, and handbooks. Unless otherwise specified, the revision level and date for each specification cited within this solicitation shall be the specific version listed in the Department of Defense Index of Specifications and Standards (DODISS) current on the date of task order award. When required for the performance of ordered tasks, the Contractor shall obtain the required documents from the technical originator as Government Furnished Information. As a minimum, the following documents apply:

- 2.1. COMNAVSURFORINST 3502.1 (series) Surface Force Training Manual
- 2.2. OPNAVINST 4790.4 (series) Ship's MAINTENANCE AND MATERIAL MANAGEMENT (3-M) SYSTEM POLICY

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 5 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

- 2.3. COMNAVSURFORINST 8820.1 (series) Cruise Missile Qualification/Certification Program)
- 2.4. COMNAVSURFORINST 5040.1 (series) Supply Management Certification (SMC) Program
- 2.5. NOSSAINST 8023.12 (series) Conventional Ordnance Safety Review
- 2.6. COMAFLOATTRAGRULANT/PAC INST 5234.1 (series) Training and Operational Readiness Information Service (TORIS) Change Management Process (TCMP)
- 2.7. OPNAVINST 5239.1 (series) Navy Information Assurance Program
- 2.8. OPNAVINST 3501.360 (series) Defense Readiness Reporting System-Navy (DRRS-N)
- 2.9. NAVY SECURITY OPERATIONS EXERCISE PROGRAM (NSOXP) DRILL PACKAGES
- 2.10. COMNAVAIRFORINST/COMNAVSURFORINST 3530.4 (series) Surface Ship NAVDORM
- 2.11. NSTM 571, Underway Replenishment and NSTM 581, Anchoring
- 2.12. Applicable FXPs
- 2.13. SWE Annual Plan
- 2.14. Applicable Naval Tactics, Techniques, and Procedures (NTTPS)
- 2.15. COMUSFLTFORCOM/COMPACFLTINST 3501.3 (series) Fleet Training Continuum (FTC) Instruction
- 2.16. OPNAVINST 3500.38A/ USCGCOMDT INST 3500.01A, Universal Navy Task List (UNTL)
- 2.17. NAVAIR 00-80T-106, LHA/LHD NATOPS Manual, NAVAIR 00-80R-14, NATOPS USN Aircraft Firefighting and Rescue Manual, NAVAIR 00-80R-14-1, NATOPS USN Aircraft Emergency Rescue Information Manual, NAVAIR 00-80R-19, NATOPS USN Aircraft Crash & Salvage Operations (Afloat), NAVAIR 00-80T-109, Aircraft Refueling NATOPS Manual, NAVAIR 00-80T-114, NATOPS Air Traffic Control Facilities Manual, NAVAIR 00-80T-111, NATOPS V/STOL Shipboard and Landing Signal Officer NATOPS Manual, NAVAIR 00-80T-113, Aircraft Signals NATOPS Manual
- 2.18. SECNAVINST 5510.30 (series) Department of Navy Personnel Security Program (PSP) Instruction
- 2.19. COMFLTFORCOMINST 4790.3 (series), Joint Fleet Maintenance Manual
- 2.20. MIL-STD-001379, Contract Training Programs
- 2.21. MIL-STD-2052 Systems Design Standard

### 3.0 SYNOPSIS OF REQUIREMENTS

The specific tasks to be accomplished under this task order will be for the contractor to provide systems analysis and software engineering support to the SHIPTRAIN initiative and the Training and Operational Readiness Information Services (TORIS) Training Figure of Merit (TFOM), software tools essential to the Type Commander for critical training and Fleet readiness.

Contractor will provide data entry, data analysis, instruction, and development of metrics, instructional materials, management tools, and control information necessary to ensure fleet readiness. The Contractor will develop and implement process and system support for new initiatives which are developed within the numerous process improvement and war fighter improvement initiatives currently underway within ATGPAC and CNSF.

The operating environment will dictate much of the engineering and project approach. Due to the nature and frequency of the changing landscape, a single “perfect” solution is often unattainable – frequent, incremental updates will be the key to success and the analysis and engineering teams must be able to adapt their methodology to support operational requirements. The frequent, incremental updates will be governed by the TORIS Change Management Process as well as daily direction given by the TOM and the Central Design Authority (CDA) designated by the Government. Continuous feedback regarding project status and probability of meeting established deadlines will be required from the Contractor. Finally, contractor will document all changes and bring software/hardware updates to a useable

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 6 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

format – providing a transition point for a competitive procurement without causing undue delay and unsupportable negative mission impacts.

### **3.1 Functional (Business) & Systems Analysis**

- 3.1.1 Provide functional (business) & systems analysis for TORIS enterprise solutions.
- 3.1.2 Provide business analysis of ATG processes and practices to include presentations and papers on Return on Investment and Process Improvement to include, but not limited to, Six Sigma, Theory of Constraints, 7 Step Problem Solving Method.
- 3.1.3 Provide systems analysis, development support, maintenance support, and quality assurance support to ATG Enterprise and resource management tools to include AEPP, MSP, SIT and Stoplights.
- 3.1.4 Conduct SFTM tab reviews and draft Configuration Control Group (CCG) agenda. Assigned analyst coordinates and collects data at weekly meetings, Mission Area Functional Lead working groups, and CCG video tele-conferences.
- 3.1.5 Manage the applicable SURFOR Web share point site for tab draft document control.
- 3.1.6 Recommend changes to facilitate FXP to CCR conversion; provide suggestions/recommendations for ASA check sheet updates, and ULTRA C/E/S SOP development.
- 3.1.7 Recommend changes in support of CNSF requirements for DRRS-N & NTA reporting and alignment to include: SFTM/TORIS CCR to NTA mapping, internal NTIMS mapping for CCR, developing SFTM guidance for DRRS-N SORTS reporting input, align TORIS data card entry for NTIMS sub event completion, NMETLS to NTIMS vs TORIS to SFTM and alignment with NWTP, SFTM/TORIS to NTIMS/NWTP mapping, CDP to NTA threshold values, event/sub event alignment, condition and standards alignment, FRTP alignment and editing with NTIMS, ship class NMETL review and alignment, and ATG resource alignment with FRTP within NTIMS. Participate in DRRS-N working groups with CNSF and USFFC.
- 3.1.8 Attend meetings and provide recommendations to improve Navy Readiness Reporting Enterprise (NRRE) to include data collection at meetings, impact analysis of initiatives on SHIPTRAIN processes, and executive/flag level briefings.
- 3.1.9 Provide metrics development, analysis, executive/flag-level briefing, and support for various initiatives and improvement processes to include: Static Cycle Time, On Time Delivery, First Pass Yield, Crew Performance and Proficiency at Certification, TFOM Overall Proficiency, Force Monthly FPY & OTD, Force Monthly SCT & OBT, Crew Performance Output (Red Lines), Average Cost per Warship Exiting BP, various cost analysis outputs. Participate in weekly Surface Warfare Enterprise cross functional team working groups and briefs.
- 3.1.10 Provide recommendations for responses to internal and external data calls such as Fleet Replication Status, Financial Analysis, Validation of EOC, CCR Completion at EOBP, Data Card Counts and Analysis, TFOM & CCR Completion Trends and Analysis, Proficiency Trending and Analysis in various mission areas, LTT Count, CCR Cross-Over, Smart Ship vs non-Smart Ship Proficiency Trending, Manpower Utilization, Ships In Training Waterfall Brief, Annual Resource Allocation for Training, Annual Process Output Comparisons.

### **3.2 Software Systems Engineering & Integration**

- 3.2.1 Based on detailed knowledge of ATGPAC, ship business practices, the existing TORIS Enterprise, and as provided by government personnel, review detailed systems specifications and architecture for Government owned systems and provide recommended changes to support functional processes and linking data feeds.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 7 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

- 3.2.2 Provide database replication and data transfer to DRRS-N and any other systems.
- 3.2.3 Software Systems Development and Integration will include programming required adjustments made to software applications and supporting database engines and the direction of programming staff members assigned to the project. Current DOD/DON standard programming software/languages will be used (Microsoft SQL Server 2000/2005 with T-SQL, web technologies and languages (e.g. HTML, CSS, JavaScript, etc), Microsoft Active Server Page (ASP) 3.0, ASP.NET, C#, Visual Basic, etc) as directed by the Central Design Authority (CDA).
- 3.2.4 Design, construct, QA, and recommend, then implement approved improvements and modifications to TORIS-Afloat at least annually. Implementation will include development of a no-touch installer for deployment via NIAPS replication to all CNSF units reporting TFOM data and associated updates to Fleet View application. First delivery date is 31 July 2010 for a TORIS program that supports SFTM 1E.
- 3.2.5 Design, construct, QA, and recommend, then implement approved improvements and modifications to TORIS Enterprise ashore systems quarterly or as directed. Systems include ATG Enterprise Personnel Program, ATG Master Scheduling Program, Ships In Training, Fleet Views, Fleet Status Board, TORIS-Supply, TORIS-3M, TORIS-OHSAT, EOMR Repository, Basic Phase Status.
- 3.2.6 Establish and perform software assurance in accordance with all information assurance directives and industry best practices.
- 3.2.7 Perform conceptual designs based on requirements identified by functional staff and analyze alternatives. Each alternative should be evaluated for feasibility to deliver the required capability. The concepts that provide the most capability at an affordable cost should be evaluated in greater detail to arrive at the best value solution. Present designs and recommendations to leadership in a formal design review. Incorporate feedback into a final Conceptual Design and Alternative Analysis document.
- 3.2.8 Perform component and unit tests to ensure component performance, behavior, and characteristics meet the component requirements and that the technologies have been properly integrated. Document test results and address how deficiencies will be resolved. Integrate components, including hardware and software, into subsystems as required. Perform subsystem integration tests to ensure subsystems perform and behave as required. Document test results and address how deficiencies will be resolved. Integrate components and subsystems into the complete system. Perform large-scale system integration tests to ensure the system performs and behaves as required. Document test results and address how any deficiencies will be resolved.
- 3.2.9 Provide oral and written recommendations in technical and programmatic discussions, planning sessions, and reviews.

### **3.3 Configuration Management/Quality Control/Certification & Accreditation/Information Assurance**

- 3.3.1 Provide TORIS development project control service, including determining project timelines and facilitating project meetings.
- 3.3.2 Establish a quality control methodology to ensure software developed within TORIS meets all specifications and required DoD standards.
- 3.3.3 Perform software testing to ensure TORIS software meets all specifications, DoD standards, and user needs.
- 3.3.4 Prepare a life cycle plan for software maintenance.
- 3.3.5 Obtain the Authority to Operate (ATO) and maintain the ATO. Coordinate action with Echelon II and Echelon III IA representatives to ensure compliance with all IA requirements such as FISMA, DADMS, PII, DODAF, and annual IA Controls Review. (See Performance Based Element 3.8, Performance Objective 3.3; Section L, Accreditation Specialist Desired Experience).
- 3.3.6 Perform required software upgrades and maintenance to both production and development server environments. Ensure configuration control is maintained to standards set by the CDA.
- 3.3.7 Prepare concept papers and proposals for future development efforts and brief executive leadership when required.

### **3.4 Database Management/System Administration**

- 3.4.1 Provide database management. Develop data architecture, including data cleansing, data backup, and data-integrity strategies for all production systems such as TORIS-Afloat to NIAPS replication pipeline, Fleet Views, Stoplights, Unit Information, MSP, AEPP, TSSE.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 8 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

- 3.4.2 Provide systems administration. Ensure all production and development server systems are compliant with all applicable IA policy such as STIGs, industry best practices, and as directed by the CDA.
- 3.4.3 Provide User Access Control and Account Management.
- 3.4.4 Provide Server maintenance for production, mirror and development servers. Ensure server configuration is in compliance with all applicable STIGs, IA directives, and industry best practices.

**3.5 Provide User Training Services.**

- 3.5.1 Plan, develop, prepare, and conduct approved initial, OJT, and maintenance training for shipboard, ATGPAC, and ATGLANT personnel on software installation and use as directed. Conduct training for all TORIS Enterprise applications to include AEPP, MSP, TORIS-Afloat, NIAPS Replication Process, OHSAT, TORIS-Supply, Stoplights, SIT, SGM, CCR Tracker, and TFOM.
- 3.5.2 Provide complete training documentation including identification of person(s) trained, parent command of person trained, location of training, subject of training, date of training conducted, and duration of training for the TORIS Enterprise System and revise as required based on system changes.
- 3.5.3 Revise existing curriculum to meet changing requirements.

**3.6 Fleet Hardware Procurement/Distribution and Software Installation**

- 3.6.1 Prepare a software deployment plan to deploy TORIS on all newly commissioned surface ships in the Pacific and Atlantic Fleets.
- 3.6.2 Provide hardware plan to ensure systems operate efficiently and effectively. Assist ATG with hardware procurement and management as required.
- 3.6.3 Install software on ships as required and troubleshoot problems to ensure ships report training data/TFOM as required.

**3.7 Fleet Support & Help Desk Management and Documentation**

- 3.7.1 Provide complete software documentation for the TORIS Enterprise System and revise as required based on system changes.
- 3.7.2 Provide Help Desk Management during normal working hours, 0730 – 1600 hrs, Monday thru Friday (40 hours per week).
- 3.7.3 Provide help desk service to all users of the TORIS system to record and resolve problems.
- 3.7.4 Conduct Tech-Cam sessions as required for remote troubleshooting of TORIS installations.
- 3.7.5 Perform on-site troubleshooting and assist visits as required to support TORIS installations afloat.
- 3.7.6 Maintain trouble call tracking and closeout within Global Distance Support Center Remedy Help Desk system and Fleet Issue Manager as required. Monitor and perform trend analysis to determine root cause for process improvement.
- 3.7.7 Maintain TORIS data flow from ship to shore via NIAPS replication and Tumbleweed Secure Transport. Monitor health of replication utilizing the Fleet Status Board, Fleet Issue Manager, NIAPS Health and Monitoring System, and other tools as required. Recommend and develop additional tools as needed to improve the data replication process.
- 3.7.8 Monitor TORIS Help Desk phone lines and distribution list to ensure prompt, professional, and relevant customer support for end-users.
- 3.7.9 Analyze and process return data from ships reporting manually. Monitor and ensure and timely processing of all return data.

**3.8 Performance Based Standards:**

Program Element:	Performance Objective:	Performance Standard:	Acceptable Quality Level (AQL):	Quality Surveillance Plan Typical Monitoring Methods:
------------------	------------------------	-----------------------	---------------------------------	---

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 9 of 75	FINAL
--------------------------------------	--------------------	-----------------	-------

<p>3.1 Functional (Business) &amp; Systems Analysis</p>	<p>Craft, review, and analyze detailed program specifications, define objectives, priorities, and deadlines.</p> <p>Improve product management processes; provide business process management and improvement.</p> <p>Provide consultation to command leadership as required.</p> <p>Provide assistance and recommendations to ATG Processes Improvement Initiative to standardize Mission Area training processes across the ATO.</p> <p>Formulate recommendations for long-term strategy for SHIPTRAIN &amp; TORIS.</p> <p>Interface with software engineering and functional staff for product design, development, testing, documentation, and support.</p>	<p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p> <p>In accordance with industry best practices, Type Commander training policy or other approved documentation.</p> <p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p> <p>In accordance with Lean Six Sigma principles and industry best practices for change management.</p> <p>Consistent with SWE and ATGPAC strategic vision, NETWARCOM policy and strategic goals, or other approved documentation.</p> <p>In accordance with generated user and technical specification, documentation and testing plan.</p>	<p>In accordance with schedule and specifications established for work accomplishment.</p> <p>In accordance with Surface Warfare Enterprise and ATGPAC annual plan objectives.</p> <p>In accordance with stated program objectives.</p> <p>In accordance with schedule and Mission Area Functional Lead training manual tab review.</p> <p>In accordance with NETWARCOM IA requirements and TYCOM fiscal constraints.</p> <p>Task actions are completed within 95% of the provided specification.</p>	<p>Review of deliverables provided.</p> <p>Attendance and active participation in weekly meetings to review process alignment.</p> <p>Attendance and active participation in weekly meetings.</p> <p>Review of deliverables will be done weekly through the Configuration Control Group process.</p> <p>Review of feeder point paper for ATGPAC and SWE annual plan.</p> <p>Government oversight of review/comment/approval process and timeliness.</p>
<p>3.2 Software Systems Engineering &amp; Integration</p>	<p>Architecture of all web-based systems to support ATGPAC processes utilizing technologies and techniques specified by management.</p>	<p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p>	<p>In accordance with schedule and specifications established for work accomplishment.</p>	<p>Physical oversight, technical review of deliverables provided.</p>

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 10 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

	<p>Advise leadership on information technology and information systems strategy and industry best practices.</p> <p>Ensure all TORIS software systems are compliant with applicable IA policies, regulations, and guidance.</p> <p>Scope of work reviewed, project planning completed.</p> <p>Design, construction, QA, and implementation of n-tier software systems utilizing technologies and techniques specified by management.</p> <p>Maintenance of production systems.</p>	<p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p> <p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p> <p>In accordance with CCG/CCB approved technical and user specification, industry best practices, or other approved documentation.</p> <p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p> <p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p>	<p>In accordance with technical reviews and as part of annual IA review.</p> <p>In accordance with technical reviews and as part of annual IA review.</p> <p>Task actions are completed within 95% of the provided specification.</p> <p>In accordance with schedule and specifications established for work accomplishment.</p> <p>In accordance with schedule and specifications established for work accomplishment.</p>	<p>Government oversight of review/comment/approval process and timeliness.</p> <p>Government oversight of review/comment/approval process and timeliness.</p> <p>Physical oversight, technical review of deliverables provided.</p> <p>Physical oversight, technical review of deliverables provided.</p> <p>Physical oversight, technical review of deliverables provided.</p>
3.3 Configuration Management / Quality Control / Certification & Accreditation / Information Assurance	<p>Develop, execute and maintain configuration management of all TORIS hardware and software systems.</p> <p>Develop, execute, and maintain quality assurance programs and processes for all TORIS hardware</p>	<p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p> <p>In accordance with industry best practices, DOD/DON policy, or other approved documentation.</p>	<p>100% of IA requirements for configuration management are addressed in IA review.</p> <p>In accordance with technical and user specification, within 95% accuracy.</p>	<p>Government oversight of annual IA review.</p> <p>Government oversight and approval of developed technical and user specification.</p>

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 11 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

	and software systems.  Obtain and maintain all applicable TORIS systems certification and accreditation requirements (e.g. DIACAP, ATO, SSAA, PII, etc).	Compliance with all application certification and accreditation requirements.	100% awareness of all discrepancies and vulnerabilities noted and corrected/mitigated within established deadlines.	Government oversight of annual IA review.
3.4 Database Management / System Administration	Maintain and execute all database functions including OLTP, warehousing (OLAP), and data transformations and transport throughout the TORIS Enterprise including data transfer from fleet units.  Prepare and coordinate database and application designs. Creates High Level Designs (HLD) from requirements.  Inspect Database Solutions to include Detail Designs, Implementation Plans, Project Plans, and Code.  Acts as Enterprise Consultant and Data/Database SME. Advise on project resources and estimates.  Create and Enforce Database Development Standards and Processes to	Within acceptable industry standards or other approved documentation.  Within acceptable industry standards or other approved documentation.  Within acceptable industry standards or other approved documentation.  Within acceptable industry standards or other approved documentation.  Within acceptable industry standards or other approved documentation.	In accordance with schedule and specifications established for work accomplishment.  In accordance with schedule and specifications established for work accomplishment.  In accordance with schedule and specifications established for work accomplishment.  In accordance with schedule and specifications established for work accomplishment.  In accordance with schedule and specifications established for work accomplishment.	Physical oversight and technical review of deliverables.  Physical oversight and technical review of deliverables.  Physical oversight and technical review of deliverables.  Physical oversight and technical review of deliverables.  Physical oversight and technical review of deliverables.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 12 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

include Coding, Naming, Data Access, Documentation.	other approved documentation.		of deliverables.
Create and Enforce Architectural Standards to include Security, Availability, Replication, Storage, and Configuration Management.	Within acceptable industry standards or other approved documentation.	In accordance with schedule and specifications established for work accomplishment.	Physical oversight and technical review of deliverables.
Create, document, and enforce Design Standards including the definition and maintenance of Logical & Physical Data Models, Enterprise Data Dictionary, and Metadata.	Within acceptable industry standards or other approved documentation.	In accordance with schedule and specifications established for work accomplishment.	Physical oversight and technical review of deliverables.
Define and maintain Data Sources, Business Rules, Data Rules, Extract Rules, Transformations, and Sets ETL Standards. Ensure Consistency across Implementations.	Within acceptable industry standards or other approved documentation.	In accordance with schedule and specifications established for work accomplishment.	Physical oversight and technical review of deliverables.
Define standards, execute and maintaining Data Cleansing, Data Integrity, and Data Quality. Define Data Archive/Purge Standards.	Within acceptable industry standards or other approved documentation.	In accordance with schedule and specifications established for work accomplishment.	Physical oversight and technical review of deliverables.
Design and build relational databases. Develop strategies		In accordance with schedule and specifications established for	

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 13 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

	<p>for data acquisition, archive recovery, and implementation of all databases.</p> <p>Partition and tune parameters and performance of all enterprise-level data-warehouses. Develop data architecture, including data cleansing, and data-integrity strategies.</p>		work accomplishment.	
3.5 User Training Services	<p>Develop curricula of training of end users for the suite of TORIS systems.</p> <p>Evaluate and maintain the curricula for the suite of TORIS systems.</p> <p>Conduct training of end users for the suite of TORIS systems.</p> <p>Maintain records of TORIS training provided.</p>	<p>In accordance with technical manuals, user guides, or other approved documentation.</p> <p>In accordance with changes promulgated or other approved documentation.</p> <p>In accordance with approved curricula.</p> <p>Identify persons trained, command, and location of training, subject of training, date and duration.</p>	<p>Curricula established and approved by Government.</p> <p>Learning objectives met and changes approved by Government.</p> <p>Users able to operate systems.</p> <p>Records readily available by Government personnel.</p>	<p>Review of deliverables provided and trainee training critiques.</p> <p>Review of deliverables provided.</p> <p>Feedback from fleet and physical oversight.</p> <p>Review of deliverables provided.</p>
3.6 Fleet Hardware Procurement / Distribution and Software Installation	<p>Keep computer equipment, hardware, and software updated to meet organizational needs.</p>	<p>In accordance with changes promulgated or other approved documentation.</p>	<p>In accordance with schedule and specifications established for work accomplishment.</p>	<p>Feedback from fleet, physical oversight, review of deliverables provided</p>
3.7 Fleet Support & Help Desk Management and Documentation	<p>Manage and execute the TORIS Help Desk function and all associated tasking. Services may include providing on-site technical assistance to fleet units, training end-users, registering</p>	<p>In accordance with technical manuals, user guides, or other approved documentation.</p>	<p>In accordance with schedule and specifications established for work accomplishment.</p>	<p>Feedback from fleet, physical oversight, reviews of Fleet Status Board.</p>

SOLICITATION NO.	AMENDMENT NO.	PAGE	FINAL
N00024-10-R-3122	2	14 of 75	

<p>users, managing software/hardware roll-outs.</p> <p>Troubleshoot issues with existing systems and work with the appropriate resources for resolution. Ability to configure TORIS hardware for use by ATG and ship personnel.</p> <p>Troubleshoot and resolve hardware problems and hardware-software interface problems.</p> <p>Participate in, and conducts training of software applications. Prepares and delivers classroom training on use and maintenance of web-based software applications. Proficient with Microsoft Project and Office Suite and business process mapping tools.</p> <p>Provide advanced support to TORIS users with questions regarding computer use, applications software, data file access, data communications, and other technical problems.</p> <p>Evaluate and prioritize solutions with users and provide an estimate of work</p>	<p>In accordance with technical manuals, user guides, or other approved documentation.</p> <p>In accordance with technical manuals, user guides, or other approved documentation.</p> <p>In accordance with technical manuals, user guides, or other approved documentation.</p> <p>In accordance with technical manuals, user guides, or other approved documentation.</p> <p>In accordance with technical manuals, user guides, or other approved documentation.</p> <p>Provide feeder point paper to team annual objectives to improve help desk efficiency.</p>	<p>Maintain 90% of reporting units current in accordance with schedule and specifications established for work accomplishment.</p> <p>In accordance with schedule and specifications established for work accomplishment.</p> <p>Respond to 90% of trouble calls within one working day.</p> <p>In accordance with schedule and specifications established for work accomplishment.</p> <p>Improve Fleet readiness reporting by 10%.</p>	<p>Feedback from fleet, physical oversight and trainee critiques.</p> <p>Feedback from fleet, physical oversight, reviews of Fleet Status Board.</p> <p>Feedback from fleet, physical oversight, review of deliverables provided.</p> <p>Feedback from fleet, physical oversight, reviews of Fleet Status Board.</p> <p>Feedback from fleet, physical oversight, review of deliverables provided.</p>
---	---	--	---

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 15 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

	<p>and time schedule.</p> <p>Evaluate new or existing help desk processes and recommend necessary procedural changes; evaluate the impact of proposed changes to the trouble ticketing system.</p> <p>Maintenance and documentation of accurate and current configuration item information and information on overall system configuration status.</p> <p>Develop and maintain standards for quality documentation and tracking of configuration items from creation through implementation to production to include external documentation requirements (e.g. JNR).</p>	<p>Fleet Status Board will be maintained at 95% accuracy or better.</p> <p>Maintain Known Issues List (KIL) within 95% accuracy of reported discrepancies.</p>	<p>In accordance with schedule and specifications established for work accomplishment.</p> <p>In accordance with schedule and specifications established for work accomplishment.</p>	<p>Feedback from fleet, physical oversight, specification development and review of deliverables provided.</p> <p>Feedback from fleet, physical oversight, specification development and review of deliverables provided.</p>
--	--	--	---	---

### 3.9. FACILITIES

The Government will provide all facilities required for the execution of this contract.

### 3.10. CONTRACTOR FURNISHED EQUIPMENT

There is no Contractor furnished equipment requirements associated with the execution of this contract.

### 3.11. LEVEL OF EFFORT

3.11.1. Labor. The annual level of effort for this task order is 29,760 man-hours of direct labor. The composition by labor category for this level of effort is estimated as follows:

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 16 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Labor Category	Civil Service (GS) Equivelant	Base Year Hours	Option Year 1 Hours	Option Year 2 Hours	Option Year 3 Hours	Option Year 4 Hours
Program Manager	GS-15	1,920	1,920	1,920	1,920	1,920
Chief Engineer/Project Manager	GS-15	1,920	1,920	1,920	1,920	1,920
Senior Subject Matter Expert	GS-14	1,920	1,920	1,920	1,920	1,920
Senior Software Engineer	GS-14	7,680	7,680	7,680	7,680	7,680
Data Base Manager	GS-14	1,920	1,920	1,920	1,920	1,920
Systems Analyst	GS-12	3,840	3,840	3,840	3,840	3,840
Application Analyst	GS -12	3,840	3,840	3,840	3,840	3,840
Data Analyst	GS-11	3,840	3,840	3,840	3,840	3,840
Accreditation Specialist	GS-14	960	960	960	960	960
Technical Writer	GS-11	1,920	1,920	1,920	1,920	1,920
Totals:		29,760	29,760	29,760	29,760	29,760

Reference: 2010 General Schedule (GS) Locality Pay Tables (See "SAN DIEGO-CARLSBAD-SAN MARCOS, CA")

Link: <http://www.opm.gov/oca/10tables/indexGS.asp>

3.11.2. Travel Costs. The estimated annual travel costs for this level of effort is \$14,416.00.

### 3.12. MANDATORY NUCLEAR AND SAFETY TRAINING

Not applicable to this task order.

### 3.13. CONTRACT DATA REQUIREMENTS.

#### 3.13.1. COSTS.

3.13.1.1. The Contractor shall establish and maintain a method of tracking costs incurred That meets the following requirements:

3.13.1.1.1. Costs shall be tracked at the task order level.

3.13.1.1.2. Costs incurred on each task shall be segregated by the Labor and Travel CLINs

3.13.1.1.3. Costs should be tracked for both current and cumulative costs.

3.13.1.2. The Contractor shall prepare and present the following:

3.13.1.2.1. The Contractor shall present a monthly review of selected delivery items. This review shall integrate cost and schedule performance data with technical performance measures, identify the magnitude and impact of actual and potential problem areas causing significant cost and schedule variances, integrate cost and schedule variance measures with risk mitigation actions, and provide valid, timely program status information to the Government.

3.13.1.2.1.1. The task order to be covered during the cost review shall be designated by the TOM.

3.13.1.2.1.2. The cost review shall include a forecast of Budget at Completion (BAC), Estimate at Completion (EAC) and Variance at Completion (VAC) of the entire life of the delivery order.

3.13.1.2.1.3. The cost review shall be presented to the TOM by the Program Manager (PM).

3.13.1.2.2. Monthly Contract Financial and Performance Report: The Contractor shall submit a monthly summary report of all work

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 17 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

accomplished and expenses incurred on the task order.

3.13.1.2.2.1. Work accomplished shall be identified by programming specification, system, component, and date(s) accomplished. This summary should be concise and summarize the deficiency, action taken to correct the deficiency, and current status of the task.

3.13.1.2.2.2. Financial data shall be presented summarizing all costs incurred to date on each task, categorized by Travel and Labor CLINs. As part of the Labor CLIN tracking, total hours expended on each task order shall be tracked and reported.

### 3.13.2. VISIT REQUESTS.

3.13.2.1. The Contractor shall interface with ATGPAC Security Manager to identify requirements for CONUS and overseas travel, ensure that changes in requirements are responded to expeditiously and establish a method of submitting visit requests as required by and to support individual delivery orders.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 18 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

**1.0 GENERAL.** There are no packaging or marking requirements for the services to be provided in response to the task order modifications issued under this contract. All requirements for packaging and marking of supplies or documents associated with these services shall be packaged, packed and marked in accordance with the provisions set forth below unless otherwise indicated in the individual task order.

### **2.0 DATA PACKAGING LANGUAGE.**

2.1 All unclassified data shall be prepared for shipment in accordance with the best commercial practice.

2.2 Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating manual (NISPOM), DOD 5220.22-M dated January 1995.

### **3.0 MARKING OF REPORTS.**

3.1 All reports delivered by the Contractor to the Government under this task order shall prominently show on the cover of the report the following information:

3.1.1 Name and business address of the Contractor

3.1.2 Contract number

3.1.3 Task order number(s)

3.1.4 Sponsoring activity

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

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 19 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION E INSPECTION AND ACCEPTANCE

### **52.246-5 Inspection of Services—Cost-Reimbursement.**

#### **E-001 TASK ORDER PERFORMANCE STANDARD**

Monthly status reports submitted to the Task Order Manager under subject Task Order shall identify the work that had been performed during the month, deliverables that had been submitted, and the name of the Government representative that had received the deliverable. The Task Order Manager will be required on a monthly basis to rate the quality of deliverables in terms of timeliness and quality on a rating scale of one (1) to five (5). The rating scale is specified in the table and defined below:

#### **Rating Number Rating Description**

- 5 Exceptional Exceeds many standards of performance
- 4 Very Good Exceeds some standards of performance
- 3 Satisfactory Fully meets standards of performance
- 2 Marginal Fails to meet some standards of performance
- 1 Unsatisfactory Fails to meet many standards of performance

#### **Rating Definitions:**

**Exceptional.** Performance meets contractual requirements and exceeds many to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the contractor was highly effective.

Note: To justify an Exceptional rating, multiple significant events in each category must be identified and must state how it was a benefit to the GOVERNMENT. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating.

**Very Good.** Performance meets contractual requirements and exceeds some to the Government's benefit. The contractual performance of the element or sub-element being assessed was accomplished with some minor problems for which corrective actions taken by the contractor was effective. Note: To justify a Very Good rating, a significant event in each category must be identified and must state how it was a benefit to the GOVERNMENT.

**Satisfactory.** Performance meets contractual requirements. The contractual performance of the element or sub-element contains some minor problems for which corrective actions taken by the contractor appear or were satisfactory. Note: To justify a Satisfactory rating, there should have been only minor problems, or major problems the contractor recovered from without impact to the contract.

**Marginal.** Performance does not meet some contractual requirements. The contractual performance of the element or sub-element being assessed reflects a serious problem for which the contractor has not yet identified corrective actions. The contractor's proposed actions appear only marginally effective or were not fully implemented. Note: To justify Marginal performance, a significant event in each category that the contractor had trouble overcoming must be identified and must state how it impacted the GOVERNMENT. A Marginal rating should be supported by referencing the management tool that notified the contractor of the contractual deficiency (e.g. Management, Quality, Safety, or Deficiency Report or letter).

**Unsatisfactory.** Performance does not meet most contractual requirements and recovery is not likely in

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 20 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

a timely manner. The contractual performance of the element or sub-element contains a serious problem (s) for which the contractor's corrective actions appear or were ineffective. Note: To justify an Unsatisfactory rating, identify multiple significant events in each category that the contractor had trouble overcoming and state how it impacted the GOVERNMENT. However, a singular problem could be of such serious magnitude that it alone constitutes an unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the contractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Deficiency Reports, or letters).

**Objective:** The objective of this Task Order statement of work is to provide software engineering, technical training, systems analysis, functional analysis, installation, maintenance, and program support services at a reasonable cost while maximizing innovation and cost-reduction initiatives.

**Measures of Effectiveness:** The measures of effectiveness will apply to overall Task Order management. Typical measures to be applied include: quality performance, technical performance, technical expertise, cost performance, cost containment or reduction, timeliness, innovation, consistency, and management effectiveness.

**Standards:** The standards for the Task Order are derived from the measures of effectiveness and are tailored to maximize Task Order effectiveness. The annual rating assigned for the effort performed under this Task Order will be a key determining factor as to whether the options will be exercised. If an "UNSATISFACTORY" rating is assigned during any rating period, the Government will not exercise the follow-on option(s), and the contractor will not be entitled to any future cost or fees it might have earned had the option(s) been exercised. This does not affect the Government's unfettered discretion concerning whether it will or will not exercise the option(s) for other reasons.

(End of clause)

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 21 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

4000	4/1/2010 - 3/31/2011
6000	4/1/2010 - 3/31/2011

The period of performance for the following option items are from date of option exercise through 12 months thereafter, estimated at:

4001	4/1/2011 - 3/31/2012
4002	4/1/2012 - 3/31/2013
4003	4/1/2013 - 3/31/2014
4004	4/1/2014 - 3/31/2015
6001	4/1/2011 - 3/31/2012
6002	4/1/2012 - 3/31/2013
6003	4/1/2013 - 3/31/2014
6004	4/1/2014 - 3/31/2015

Services to be performed hereunder will be provided predominantly at:

Afloat Training Group Pacific (ATGPAC)  
3455 Sturtevant Street,, Building 58  
San Diego, CA. 92136

The Contractor may also be directed to perform tasks at other commands located in the San Diego or Norfolk, VA areas, other commands in Fleet concentration areas, or other off-site locations as directed.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 22 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

Task Order Manager (TOM):  
John B. Walsh  
Afloat Training Group Pacific (ATGPAC)  
3455 Sturtevant Street,, Building 58  
San Diego, CA. 92136-5069  
john.b.walsh@navy.mil  
(619) 556-0951

FAR 52.232.18 Availability of Funds applies.

### N00244G108 CONTRACT ADMINISTRATION APPOINTMENTS AND DUTIES (OCT 1995) (FISC SAN DIEGO)

In order to expedite administration of this contract/order, the following delineation of duties is provided including the names, addresses and phone numbers for each individual or office as specified. The individual/position designated as having responsibility should be contacted for any questions, clarifications or information regarding the functions assigned.

1. PROCURING CONTRACTING OFFICER (PCO) is responsible for:

- a. All pre-award information, questions, or data,
- b. Freedom of Information inquiries,
- c. Change/question/information regarding the scope, terms or conditions of the basic contract document, and/or
- d. Arranging the post award conference (see FAR 42.503):

Amador "Rey" Estrada, Jr.  
Contract Negotiator  
FISC SAN DIEGO, CODE 200  
937 N HARBOR DRIVE SUITE 260  
SAN DIEGO CA 92132-0260  
Ph: 619-532-2650  
Fax: 619-532-1088  
Amador.estrada@navy.mil

2. CONTRACT ADMINISTRATION OFFICE (CAO) is responsible for matters specified in FAR 42.302 and DFARS 242.302 except in those areas otherwise designated herein. Note: Will be determined at time of award.

3. DEFENSE CONTRACT AUDIT AGENCY (DCAA) is responsible for audit verification/provisional approval of invoices and final audit of the contract prior to final payment to the

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 23 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

contractor. Note: Will be determined at time of award.

4. PAYING OFFICE is responsible for payment of proper invoices after acceptance is documented.

Note: Will be determined at time of award.

5. Task Order Manager (TOM) is responsible for:

- a. Liaison with personnel at the Government installation and the contractor personnel on site;
- b. Issue Technical Direction Letters (TDL) detailing work effort to be executed in accordance with the SOW.
- c. Technical advice/recommendations/clarification on the statement of work;
- d. The statement of work for delivery/task orders placed under this contract;
- e. An independent Government estimate of the effort described in the definitized statement of work;
- f. Quality assurance of services performed and acceptance of the services or deliverables;
- g. Government furnished property;
- h. Security requirements on Government installation;
- i. Providing the PCO or his designated Ordering Officer with appropriate funds for issuance of the Technical Direction Letter (TDL); and/or
- j. Certification of invoice for payment.

NOTE: When, in the opinion of the Contractor, the TOM requests effort outside the existing scope of the contract (or delivery/task order), the Contractor shall promptly notify the Contracting Officer (or Ordering Officer) in writing. No action shall be taken by the contractor under such direction until the Contracting Officer has issued a modification to the contract or, in the case of a delivery/task order, until the Ordering Officer has issued a modification of the delivery/task order, or until the issue has otherwise been resolved. **THE TOM IS NOT AN ADMINISTRATIVE CONTRACTING OFFICER AND DOES NOT HAVE AUTHORITY TO DIRECT THE ACCOMPLISHMENT OF EFFORT WHICH IS BEYOND THE SCOPE OF THE STATEMENT OF WORK IN THE CONTRACT OR DELIVERY/TASK ORDER.**

In the event that the TOM named above is absent due to leave, illness, or official business, all responsibilities and functions assigned to the TOM will be the responsibility of the alternate TOM listed below:

ATOM Name: TBD.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 24 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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

(b) Of the total man-hours of direct labor set forth above, it is estimated that \_\_\_\_TBD\_\_\_\_ man-hours are uncompensated effort.

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

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

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

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior 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

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 25 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

this contract as follows:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

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

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

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

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

(End of Clause)

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 26 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **ACCESS TO VESSELS BY NON U.S. CITIZENS**

(a) No person not known to be a U.S. citizen shall be eligible for access to naval vessels, work sites and adjacent areas when said vessels are under construction, conversion, overhaul, or repair, except upon a finding by COMNAVSEA or his designated representative that such access should be permitted in the best interest of the United States. The Contractor shall establish procedures to comply with this requirement and NAVSEAINST 5500.3 (series) in effect on the date of this contract or agreement.

(b) If the Contractor desires to employ non U.S. citizens in the performance of work under this contract or agreement that requires access as specified in paragraph (a) of this requirement, approval must be obtained prior to access for each contract or agreement where such access is required. To request such approval for non U.S. citizens of friendly countries, the Contractor shall submit to the cognizant Contract Administration Office (CAO), an Access Control Plan (ACP) which shall contain as a minimum, the following information:

(1) Badge or Pass oriented identification, access, and movement control system for non U.S. citizen employees with the badge or pass to be worn or displayed on outer garments at all times while on the Contractor's facilities and when performing work aboard ship.

(i) Badges must be of such design and appearance that permits easy recognition to facilitate quick and positive identification.

(ii) Access authorization and limitations for the bearer must be clearly established and in accordance with applicable security regulations and instructions.

(iii) A control system, which provides rigid accountability procedures for handling lost, damaged, forgotten or no longer required badges, must be established.

(iv) A badge or pass check must be performed at all points of entry to the Contractor's facilities or by a site supervisor for work performed on vessels outside the Contractor's plant.

(2) Contractor's plan for ascertaining citizenship and for screening employees for security risk.

(3) Data reflecting the number, nationality, and positions held by non U.S. citizen employees, including procedures to update data as non U.S. citizen employee data changes, and pass to cognizant CAO.

(4) Contractor's plan for ensuring subcontractor compliance with the provisions of the Contractor's ACP.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 27 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(5) These conditions and controls are intended to serve as guidelines representing the minimum requirements of an acceptable ACP. They are not meant to restrict the Contractor in any way from imposing additional controls necessary to tailor these requirements to a specific facility.

(c) To request approval for non U.S. citizens of hostile and/or communist controlled countries (listed in Department of Defense Industrial Security Manual, DOD 5220.22 M or available from cognizant CAO), Contractor shall include in the ACP the following employee data: name, place of birth, citizenship (if different from place of birth), date of entry to U.S., extenuating circumstances (if any) concerning immigration to U.S., number of years employed by Contractor, position, and stated intent concerning U.S. citizenship. COMNAVSEA or his designated representative will make individual determinations for desirability of access for above group. Approval of ACP's for access of non-U.S. citizens of friendly countries will not be delayed for approval of non-U.S. citizens of hostile communist-controlled countries. Until approval is received, Contractor must deny access to vessels for employees who are non-U.S. citizens of hostile and/or communist-controlled countries.

(d) An ACP which has been approved for specific Master Ship Repair Agreement (MSRA) or Agreement for Boat Repair (ABR) or Basic Ordering Agreement (BOA), is valid and applicable to all job orders awarded under that agreement.

(e) The Contractor shall fully comply with approved ACPs. Noncompliance by the Contractor or subcontractor serves to cancel any authorization previously granted, in which case the Contractor shall be precluded from the continued use of non-U.S. citizens on this contract or agreement until such time as the compliance with an approved ACP is demonstrated and upon a determination by the CAO that the Government's interests are protected. Further, the Government reserves the right to cancel previously granted authority when such cancelation is determined to be in the Government's best interest. Use of non-U.S. citizens, without an approved ACP or when a previous authorization has been canceled, will be considered a violation of security regulations. Upon confirmation by the CAO of such violation, this contract, agreement or any job order issued under this agreement may be terminated or default in accordance with the clause entitled "DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)" (FAR 52.249-8), "DEFAULT (FIXED-PRICE RESEARCH AND DEVELOPMENT)" (FAR 52.249-9) or "TERMINATION (COST REIMBURSEMENT)" (FAR 52.249-6), as applicable.

(f) Prime Contractors have full responsibility for the proper administration of the approved ACP for all work performed under this contract or agreement, regardless of the location of the vessel, and must ensure compliance by all subcontractors, technical representatives and other persons granted access to U.S. Navy vessels, adjacent areas, and work sites.

(g) In the event the Contractor does not intend to employ non-U.S. citizens in the performance of the work under this contract, but has non-U.S. citizen employees, such employees must be precluded from access to the vessel and its work site and those shops where work on the vessel's equipment is being performed. The ACP must spell out how non-U.S. citizens are excluded from access to contract work areas.

(h) The same restriction as in paragraph (g) above applies to other non-U.S. citizens who have access to the Contractor's facilities (e.g., for accomplishing facility improvements, from foreign crewed vessels within its facility, etc.).

#### **ACCESS TO PROPRIETARY DATA OR COMPUTER SOFTWARE**

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 28 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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

The Contractor agrees to:

(1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted;

(2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer;

(3) not engage in any other action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement;

(4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and

(5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

## **SPECIFICATIONS AND STANDARDS**

(a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 29 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

its attachments).

(ii) A "first-tier reference" is either:

(1) a specification, standard, or drawing cited in a zero-tier reference, or

(2) a specification cited in a first-tier drawing.

(b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

### **UPDATING SPECIFICATIONS AND STANDARDS**

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or function of any deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

### **DATE/TIME PROCESSING REQUIREMENT--INFORMATION TECHNOLOGY**

(a) For line item deliverables which are commercial items (as defined at FAR 2.101), and which include commercial IT, the terms and conditions of the standard commercial warranty covering such commercial IT shall apply in addition to, and to the extent such terms and conditions are consistent with, this requirement. Any applicable commercial warranty shall be incorporated into this contract by attachment.

(b) Notwithstanding any provision to the contrary in any other warranty of this contract, or in the absence of any such warranty(ies), the remedies available to the Government under this requirement shall include those provided in the Inspection clause(s) of this contract. Nothing in this requirement shall be construed to limit any rights or remedies the Government may otherwise have under this contract.

### **COMPUTER SOFTWARE AND/OR COMPUTER DATABASE(S) DELIVERED TO AND/OR RECEIVED FROM THE GOVERNMENT**

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

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 30 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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

(c) Unless otherwise agreed in writing, any license agreement governing the use of any computer software to be delivered as a result of this contract must be paid-up and perpetual, or so nearly perpetual as to allow the use of the computer software or computer data base with the equipment for which is obtained, or any replacement equipment, for so long as such equipment is used. Otherwise the computer software or computer database does not meet the minimum functional requirements of this contract. In the event there is any routine to disable the computer software or computer data base in the future, that date certainly shall not be less than 25 years after the delivery date of the computer software or computer database.

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

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

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

## **INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II**

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

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

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

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 31 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

entitled "GOVERNMENT PROPERTY (FIXED-PRICE CONTRACTS)" (FAR 52.245-2), or "GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS)" (FAR 52.245-5), as applicable, or any other term or condition of this contract.

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

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

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

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

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, an equitable adjustment

shall be made in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

## **ORGANIZATIONAL CONFLICT OF INTEREST (OCI)**

### A. Introduction

In accordance with Federal Acquisition Regulations (FAR Part 9.5), both the contractor and the Contracting Officer have an affirmative duty to identify and mitigate actual and potential organizational conflicts of interest. The solicitation and resulting Task Order require the contractor, herein defined, to provide management support, professional consulting services, or other administrative support to the Afloat Training Group, San Diego (activity). The purpose of this "Organizational Conflict of Interest" clause ("OCI Clause" or "clause") is to ensure that the opinions and recommendations provided in this Task Order are inherently reliable and non-biased; and it will also ensure that information received or developed during performance of this Task Order will not be improperly exploited to affect competition or released in contravention of the Trade Secrets Act or the Privacy Act.

### B. Definitions

(1) "Contractor" means the firm awarded this contract or Task Order;

(2) "Offeror" means any firm engaged in, or having a known or prospective interest in, participating as an offeror in response to any solicitation related to or resulting from the procurement. .

(3) "Affiliates" means employees, agents, or officers of the Contractor, its subsidiaries or parent companies, and first tier subcontractors involved in performance of this contract or Task Order.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 32 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(4) "Interest" means organizational or financial interest;

(5) "Term of this Task Order" means the period of performance of any Task Order issued with this restriction, including any extensions thereto; and

(6) "Contracting Officer" is the warranted Government official signing this contract or Task Order; he or she will be identified by name and will be signing the contract or task-order provision incorporating this Organizational Conflict of Interest clause.

## **B. WARRANTY AGAINST EXISTING CONFLICTS OF INTEREST**

By submitting a proposal in response to this solicitation, the Offeror warrants that neither it, nor its affiliates, is an interested offeror in any solicitation where access to listed program business sensitive information, budgetary information, or technical documentation may give it an unfair advantage in developing a competitive proposal for that solicitation, or the contractor may be unable or potentially unable to render impartial assistance or advice to the Government, or the Contractor is otherwise not considered objective or impartial.

## **C. PROSPECTIVE RESTRICTIONS ON CONTRACTING**

The Contractor agrees that until such time as the current Task Order is completed, neither it nor its affiliates shall: a) propose in response to any requirements arising out of this Task Order; b) create for themselves an interest in any contract related to or resulting from the current consulting Task Order; or, c) consult or discuss with any potential offeror any aspects of work under the Task Order.

## **D. RESTRICTIONS ON DISCLOSURE**

The Contractor agrees and understands that it may have access to business sensitive information, to include, but not limited to budget estimates, allocations/appropriations data, project or program cost estimates, and contract or Task Order cost estimates. Contractor and its affiliates shall not, under any circumstances, disclose or exploit in any way data used or accessed during the course and scope of this contract. Further, Contractor shall abide by the restrictions imposed by the Privacy-Act clause, incorporated herein by reference: FAR 52.224-1, Privacy Act Notification. Far 52.224-2, Privacy Act.

In accordance with FAR 9.505-4, Contractor may access third-party procurement sensitive or trade-secret information after execution of an agreement with the third-party agreeing to protect the information from unauthorized use or disclosure. Contractor shall immediately notify the Contracting Officer if it has been tasked to access such data; and, it shall promptly execute an agreement with any third-party providing that data, prior to reviewing, manipulating or otherwise, accessing such data. Copies of all such agreements shall be forwarded to the Contracting Officer.

If no agreement is reached the Contractor shall cease any further actions resulting in accessing third-party trade-secret information and contact the Contracting Officer for further guidance.

Under no circumstances shall data obtained as a result of this contract be commercially exploited and/or otherwise released to any party without the express approval of the Contracting

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 33 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Officer.

#### E. GOVERNMENT REMEDY

The Contractor agrees that any breach or violation of the warranties, restrictions, disclosures or non-disclosures set forth in this conflict of interest clause shall constitute a material and substantial breach of terms, conditions, and provisions of this Task Order and that the Government may, in addition to any other remedy available, terminate the contract for default.

Further, the Contractor understands that this clause may serve as support to the contracting officer/office for finding the contractor ineligible for award. See FAR Part 9, "Responsibility" determination(s).

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 34 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

Contract clauses as specified in the basic contract apply to this task order plus the following full text clauses:

### **52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the Contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) days of contract expiration.

(End of clause)

### **52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor; provided that the Government gives the Contractor a preliminary written notice of its intent prior to contract expiration date. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

(End of clause)

### **52.219-9 Small Business Subcontracting Plan.**

Small Business Subcontracting Plan (Apr 2008)

(a) This clause does not apply to small business concerns.

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

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)](#)

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 35 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (*e.g.*, division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(c\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 36 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 37 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 38 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (*e.g.*, existing company source lists, the Central Contractor Registration database (CCR), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in CCR as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of CCR as its source list does not relieve a firm of its responsibilities (*e.g.*, outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 39 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$550,000 (\$1,000,000 for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to all first-tier subcontractors

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 40 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

with subcontracting plans so they can enter this information into the eSRS when submitting their reports; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the Government or Contractor official responsible for acknowledging or rejecting the reports, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (*e.g.*, CCR), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating—

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 41 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 42 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all “make-or-buy” decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the Central Contractor Registration (CCR) database or by contacting SBA.

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor’s subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror’s planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 43 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d) (10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan and shall be submitted to the Administrative Contracting Officer (ACO) or Contracting Officer, if no ACO is assigned.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 44 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) *SSR*.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (*e.g.* plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$550,000 (over \$1,000,000 for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 45 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(iii) All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data are not available when the year-end SSR is submitted, the prime Contractor and/or subcontractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 46 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(End of clause)

### **52.222-2 Payment for Overtime Premiums.**

As prescribed in [22.103-5\(b\)](#), insert the following clause:

Payment for Overtime Premiums (July 1990)

(a) The use of overtime is authorized under this contract if the overtime premium does not exceed \*zero or the overtime premium is paid for work—

- (1) Necessary to cope with emergencies such as those resulting from accidents, natural disasters, breakdowns of production equipment, or occasional production bottlenecks of a sporadic nature;
- (2) By indirect-labor employees such as those performing duties in connection with administration, protection, transportation, maintenance, standby plant protection, operation of utilities, or accounting;
- (3) To perform tests, industrial processes, laboratory procedures, loading or unloading of transportation conveyances, and operations in flight or afloat that are continuous in nature and cannot reasonably be interrupted or completed otherwise; or
- (4) That will result in lower overall costs to the Government.

(b) Any request for estimated overtime premiums that exceeds the amount specified above shall include all estimated overtime for contract completion and shall—

- (1) Identify the work unit; *e.g.*, department or section in which the requested overtime will be used, together with present workload, staffing, and other data of the affected unit sufficient to permit the Contracting Officer to evaluate the necessity for the overtime;
- (2) Demonstrate the effect that denial of the request will have on the contract delivery or performance schedule;
- (3) Identify the extent to which approval of overtime would affect the performance or payments in connection with other Government contracts, together with identification of each affected contract; and
- (4) Provide reasons why the required work cannot be performed by using multishift operations or by employing additional personnel.

\* Insert either “zero” or the dollar amount agreed to during negotiations. The inserted figure does not apply to the exceptions in paragraph (a)(1) through (a)(4) of the clause.

(End of clause)

### **52.222-42 Statement of Equivalent Rates for Federal Hires.**

As prescribed in [22.1006\(b\)](#), insert the following clause:

Statement of Equivalent Rates for Federal Hires (May 1989) In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of [5 U.S.C. 5341](#) or [5332](#).

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 47 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

*This Statement is for Information Only: It is not a Wage Determination*

**Employee Class**                      **Monetary Wage—Fringe Benefits**

Note: See Section C, SOW, 3.11.1

(End of clause)

#### **52.232-18 AVAILABILITY OF FUNDS (APR 1984)**

**Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.**

**(End of clause)**

#### **252.219-7003 Small Business Subcontracting Plan (DoD Contracts).**

SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS) (APR 2007)

This clause supplements the Federal Acquisition Regulation 52.219-9, Small Business Subcontracting Plan, clause of this contract.

(a) *Definitions.*

“Historically black colleges and universities,” as used in this clause, means institutions determined by the Secretary of Education to meet the requirements of 34 CFR Section 608.2. The term also means any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

“Minority institutions,” as used in this clause, means institutions meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)). The term also includes Hispanic-serving institutions as defined in Section 316(b)(1) of such Act (20 U.S.C. 1059c(b)(1)).

(b) Except for company or division-wide commercial items subcontracting plans, the term “small disadvantaged business,” when used in the FAR 52.219-9 clause, includes historically black colleges and universities and minority institutions, in addition to small disadvantaged business concerns.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 48 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(c) Work under the contract or its subcontracts shall be credited toward meeting the small disadvantaged business concern goal required by paragraph (d) of the FAR 52.219-9 clause when:

(1) It is performed on Indian lands or in joint venture with an Indian tribe or a tribally-owned corporation, and

(2) It meets the requirements of 10 U.S.C. 2323a.

(d) Subcontracts awarded to workshops approved by the Committee for Purchase from People Who are Blind or Severely Disabled (41 U.S.C. 46-48), may be counted toward the Contractor's small business subcontracting goal.

(e) A mentor firm, under the Pilot Mentor-Protege Program established under Section 831 of Pub. L. 101-510, as amended, may count toward its small disadvantaged business goal, subcontracts awarded—

(1) Protege firms which are qualified organizations employing the severely handicapped; and

(2) Former protege firms that meet the criteria in Section 831(g)(4) of Pub. L. 101-510.

(f) The master plan approval referred to in paragraph (f) of the FAR 52.219-9 clause is approval by the Contractor's cognizant contract administration activity.

(g) In those subcontracting plans which specifically identify small businesses, the Contractor shall notify the Administrative Contracting Officer of any substitutions of firms that are not small business firms, for the small business firms specifically identified in the subcontracting plan. Notifications shall be in writing and shall occur within a reasonable period of time after award of the subcontract. Contractor-specified formats shall be acceptable.

(End of clause)

### **5252.203-9400 Personal Conflicts of Interest (Dec 2009)**

(a) Definitions.

As used in this clause:

*Covered employee* means an individual who-

(1) Is an employee of the contractor or subcontractor, consultant, a partner or a sole proprietor, or any other individual, who performs mentor/advisor functions under the contract.

*Non-public Government information* means any information that a covered employee gains by reason of work under the Contract and that the covered employee knows or reasonably should know, has not been made public. It includes, but is not limited to, information that –

(1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 49 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(2) Has not been disseminated to the general public and is not authorized by the agency to be made available to the public.

*Personal conflict of interest* means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee's ability to act impartially and in the best interest of the Government when performing under the contract.

(1) Among the sources of personal conflicts of interest are –

- (i) Financial interests of the covered employee, of close family members, or other members of the household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) Financial interests may arise from-

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights and other intellectual property interests; or
- (viii) Business ownership, investment interests of membership on a board of directors.

(b) *Requirements.* The Contractor shall-

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest including –

- (i) Obtaining and maintaining a financial disclosure statement from each covered employee when the employee is initially assigned to the task under the contract;
- (ii) Ensuring that disclosure statements are updated by the covered employees at least on an annual basis; and
- (iii) Requiring each covered employee to update the disclosure statement whenever a new personnel conflict of interest occurs.

(2) For each covered employee –

- (i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract if the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;
- (ii) Prohibit use of non-public Government information for personal gain; and

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 50 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public Government information.

(3) Inform covered employees of their obligation –

- (i) To disclose changes in personal or financial circumstances and prevent personal conflicts of interest;
- (ii) Not to use non-public Government information for personal gain; and
- (iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal-conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this section; and

(6) Report to the Contracting Officer any apparent personal conflicts-of-interest violation by a covered employee as soon as identified. This report shall include a description of the apparent violation and the actions taken by the Contractor in response to the apparent violation. Personal conflict-of-interest violations include –

(i) Failure by a covered employee to disclose a personal conflict of interest; and

(2) Use by a covered employee of non-public Government information for personal gain.

(c) *Mitigation or Waiver.* (1) In circumstances when the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request to the Contracting Officer to –

- (i) Agree to a plan to mitigate the personal conflict of interest; or
- (ii) Waive the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The contractor shall –

- (i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or
- (ii) Remove the contractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (b), (c)(3), or (e) of this clause may render the Contractor subject to –

(1) Suspension of contract payments;

(2) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 51 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(3) Termination of the contract for default or cause, in accordance with the termination clause of this contract;

(4) Disqualification of the Contractor from subsequent related contractual efforts; or

(5) Suspension or debarment.

(e) *Subcontract flowdown*. The Contractor shall include the substance of this clause, including this paragraph (e), in subcontracts that include requirements for mentor/advisor services.

(End of clause)

**5252.203-9401 Notification of Use of Former/Retired Military and/or Senior Executive Service Personnel (Dec 2009)**

If the contractor intends to use the services of a former or retired Flag or General Officer, or former or retired member of the Senior Executive Service in the performance of this contract and/or any task order issued under this contract, the contractor shall notify the contracting officer of the name of such individual including a description of the services such individual will be performing, the military branch from which the individual retired or separated, and their rank or SES position at time of separation. Such notification shall be provided in writing prior to performance of services under the contract and/or task order by such individual.

(End of clause)

**5252.203-9402 Use of Information/Technical Data (Dec 2009)**

In the performance of this contract, the Contractor will be required to utilize and/or have access to significant amounts of information related to military and homeland security operations and programs. Any information obtained by the Contractor or personnel working for the Contractor from any DoD/Government/private source in the performance of this contract shall be used only for the purposes of the performance of this contract. The Contractor and personnel working for the Contractor shall not use, release, sell, or reveal any information obtained in the performance of this contract to any person or entity not authorized herein. The Contractor shall ensure that its personnel comply with these requirements.

(End of clause)

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 52 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

- 1. DD 254**
- 2. Contract Administration Plan**
- 3. Contractor Past Performance Data Sheet**
- 4. Exhibit A: CONTRACT DATA REQUIREMENTS LIST (CDRL) 1 and 2.**

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 53 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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

An Offeror shall (1) complete electronic annual representation and certifications at <http://orca.bpn.gov> in conjunction with required registration in the Central Contractor Registration (CCR) database; (2) submit a statement in its proposal that the Section K Representation and Certifications submitted in response to solicitation N00024-10-R-3122 are hereby incorporated into this solicitation and adopted by reference; or (3) may submit new Section K Representation and Certifications, forms for which are available for download as follows:

[www.seaport.navy.mil/main/sell/procedure\\_K-CR.html](http://www.seaport.navy.mil/main/sell/procedure_K-CR.html) (Cost Reimbursement) or

[www.seaport.navy.mil/main/sell/procedure\\_K-FFP.html](http://www.seaport.navy.mil/main/sell/procedure_K-FFP.html) (Fixed Price)

For representations and certifications that require a signature, electronic submission of the proposal through SEAPORT will constitute an electronic signature.

### 52.219-1 Small Business Program Representations.

#### Small Business Program Representations (May 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is **541519**.

(2) The small business size standard is \$25.0.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

#### (b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not a small business concern.

(2) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, for general statistical purposes, that it \_\_\_ is, \_\_\_ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not, a women-owned small business concern.

(4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not, a veteran-owned small business concern.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 54 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it \_\_\_ is, \_\_\_ is not, a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) it \_\_\_ is, \_\_\_ is not, a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and

(ii) it \_\_\_ is, \_\_\_ is not, a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision—

“Service-disabled veteran-owned small business concern”—

(1) Means a small business concern—

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) “Service-disabled veteran” means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

“Small business concern” means a concern, including its affiliates, that 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 criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 55 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm’s status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall—

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

.mil/Bid/PPContractListing.aspx

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 56 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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

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

#### **1.0 GENERAL INSTRUCTIONS.**

The award resulting from this solicitation will be a Cost-Plus-Fixed Fee (CPFF) SeaPort-Order. It will be awarded as a competitive best value procurement under FAR Part 15 and consist of a one-year base period of performance followed by four, one-year options that will be exercised at the discretion of the Government. This solicitation is a full and open competition for those contractors which have Zone 6 (Southwest) identified in Section B of the MAC contract. Proposals by other contractors will NOT be considered. Offerors will submit proposals utilizing Labor Hours.

The nature of this contract is for specified staffing support services. As such, it is an essential element of successful contract performance that the Offeror receiving the contract be located within "Zone 6" during the entire period of performance. Accordingly, offers received from contractors not located within this geographic region will not be considered and will be rejected without evaluation of their proposal.

All proposals must fully-comply with these instructions and address all solicitation requirements to be eligible for award. As such, proposals that take exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are not authorized and will be rejected.

The Government intends to award this contract without discussions. Notwithstanding this intent, the Government reserves the right to establish a competitive range, conduct discussions with Offerors, and request revised proposals, as necessary. The Government also reserves the right to reduce the number of proposals considered for award on the basis of efficiency pursuant to FAR 15.306(c).

An Offeror's proposal is presumed to represent the Offeror's best efforts to comply with the solicitation requirements. Clarity and completeness of the proposal are of the utmost importance. The proposal must be written in a practical, clear, and concise manner. It must use quantitative terms whenever possible and must avoid qualitative adjectives to the maximum extent possible. Proposal volumes must be internally consistent or the proposal may be considered unrealistic, precluding further consideration for award.

The offer should be complete as submitted and not include references to data or information previously submitted. Data previously submitted to the Navy, if any, will not be incorporated "by reference" into the offer and will not be considered in the evaluation of the proposal.

The proposal must demonstrate that the Offeror understands all RFP and PWS requirements and their interrelationships. It must demonstrate the Offeror's familiarity with the detailed aspects of the requirements, and clearly show that the Offeror correctly interpreted all of the requirements. Offerors are cautioned against restating PWS requirements in their proposal, particularly with regard to technical

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 57 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

requirements and must state how all RFP and PWS requirements will be met. Statements such as "the Offeror understands" and "the Offeror shall/can comply", along with responses that paraphrase the RFP, are inadequate. The use of phrases such as "standard practices" (with a specific Government reference or industry reference) does not indicate that an Offeror understands the requirements and will likely result in a diminished evaluation rating.

At the Government's discretion, the Contractor's proposal may be incorporated into the final contract, either in whole or in part.

Questions regarding any aspect of this procurement must be submitted in writing via the SeaPort-e portal. Other methods of submitting questions are not authorized and will not be acknowledged or addressed. The Government will make every attempt to answer all questions in a timely manner. However, questions submitted within seven days of the posted closing date may not allow for ample time to respond, and Offerors cannot be guaranteed a response will be issued.

Proposal Format and Content: All offers must be submitted in four (4) volumes as follows:

- Volume I – Offer.
- Volume II -Technical Capabilities (Do Not Include Pricing Info).
- Volume III - Past Performance (Do Not Include Pricing Info).
- Volume IV - Price (Consisting of Cost Proposal and the most recent DCAA Audit Report).

<b>Volume Name</b>	<b>Page Limit</b>
<b>Volume I – Offer</b>	<b>10 pages</b>
<b>Volume II – Technical Capabilities</b>	<b>Not to Exceed 40 pages (Excluding Resumes). Number of Resumes is Not Limited. Each Resume limited to 3 Pages.</b>
<b>Volume III – Past Performance</b>	<b>No Limit</b>
<b>Volume IV – Price</b>	<b>No limit</b>

Electronic copies of all offers are to be submitted via the SeaPort-e portal. All copies must be able to be printed out single-sided, on either an 8.5" by 11" paper or 11' by 17' paper for diagrams, charts, or graphic materials. Type size 10, Times New Roman font. Pages of each volume will be numbered consecutively. All offers must be received by 1 March 2010 at 3:00 P.M. Pacific Daylight Time (PDT). This posted closing date and time applies to all electronic copy submissions.

Each volume must include the following information:

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 58 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Cover Sheet – The cover sheet shall include:

- Title: N00024-10-R-3122 Training and Operational Readiness Information System (TORIS)
- Volume Name (Offer, Technical, Past Performance, or Cost)
- Volume Number
- Name and address of the Offeror, point-of-contact (POC), title, telephone number, fax number, email address, Taxpayer Identification Number (TIN), Data Universal Numbering System (DUNS), Commercial and Government Entity (CAGE) code, All Subcontractors Names.
- Table of Contents – The table of contents shall provide enough detail to easily locate all important elements of the proposal.

Data submitted directly to the Government by subcontractors in support of the prime Offeror’s cost proposal shall follow the above format. In addition, the prime Offeror shall be prominently identified. All submissions are subject to the posted submission requirements including the posted closing date and time.

## **2.0 Specific Volume Instructions**

### **Volume I – Offer**

Complete and submit the following, which will constitute Volume I:

- a. Standard Form 33, “Solicitation, Offer and Award” with blocks 15A, 15B, 16, 17, and 18 completed.
- b. The proposed ceiling price for each Contract Line Item Number (CLIN).
- c. Acknowledgement of any and all RFP amendments, by electronic signature and title on each applicable Standard Form 30.
- d. Limited to 10 pages. Failure to meet this page limitation may render the proposal non-responsive and preclude further consideration for award.

### **Volume II –Technical Capabilities**

Volume II of the written proposal is the Technical Volume and shall consist of four (4) sections. No cost or pricing information shall be included in any part of the Technical Volume. The Government requires the information described below in order to evaluate the Offeror’s ability to perform. Failure to adequately address any of the required information may constitute a “material omission,” precluding further consideration for award.

The Offeror’s Technical Proposal should be organized in a manner to permit independent evaluation of each of the subfactors and with respect to their relative importance specified in this solicitation, Section M - Evaluation Factors for Award.

- A. **Technical Capability** – Offerors must demonstrate the ability to meet all of the requirements set forth in the solicitation. Technical Capability will consist of five (5) sub-factors, listed in descending order of importance.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 59 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Sub-Factor (1) Capability and Experience. Experience with software engineering, systems analysis, functional analysis, field support, technical support, fleet support, and installation services. A detailed discussion on challenges similar to those identified in the SOW – how they were dealt with, remedies employed, and processes / programs developed.

Sub-Factor (2) Resumes. Resumes shall be submitted for the eight key personnel labor categories noted. Each resume shall provide the following: Name, present place of employment and present security clearance, proposed labor category, education and experience, proposed application of the individual to the contract (full time or part time), and a description of the extent to which skills, experience, accomplishment, and education are applicable to the desired qualifications set forth in paragraph 3.0 Personnel Requirements in Section L. If the proposed employee is not a present employee of the Offeror, a letter of intent shall be attached to the resume. Failure to confirm employment status / employment intent will preclude further consideration and result in the assignment of an “F” for this sub-factor.

Sub-Factor (3) Organizational Structure and Management. Effectiveness of the proposed organizational structure and functional relationships. Offerors must address the reporting chain of command, lines of authority, responsibilities designed to accomplish the proposed work effort, and methods for overall supervision and immediate supervision at the work areas, to include the ability to staff/manage fluctuating manning requirements. The organizational chart must be accompanied by an explanation of the functional relationships and responsibilities, to include inter- and intra-departmental relationships, and focus on overall management and immediate supervision.

Sub-Factor (4) Administration. Ability to administratively manage the required taskings described in the PWS, to include the ability to incorporate / address unplanned events and circumstances. A description of administrative controls in place (i.e. See Section J’s CAP) to ensure compliance with applicable laws and regulations, including security requirements, shall be included. Proposed sub-contracting arrangements (if any) shall also be noted.

Sub-Factor (5) Small Business Subcontract Management Approach.

### **Volume III – Past Performance**

(a) Past Performance shall be evaluated based on the submission of past performance data supplied by the Offeror, the Government’s verification of that data (including information supplied separately by previous customers), and review of any other pertinent information.

Past performance shall be evaluated based on relevance (the more relevant the past performance, the higher the score), performance timeliness, quality, and cost as indicated by the questionnaire in Section J. Past Performance references may include Federal, State, or Local Government and private contracts performed by the Offeror that were similar in nature for this effort being evaluated.

Offerors shall contact their past performance references and request that each reference complete a “Contractor Past Performance Data” sheet in the same or similar format to that shown in FISCSD Local Clause **N00244L295** (attached per Section J of the solicitation.)

Completed survey(s) will only be submitted to the Contract Negotiator. Surveys submitted to anyone

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 60 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

other than the Contract Negotiator will not be considered. Completed survey(s) must be submitted directly, via email to Contract Negotiator Amador Rey Estrada, JR. @ [amador.estrada@navy.mil](mailto:amador.estrada@navy.mil), and must clearly state: "Solicitation Number: N00024-10-R-3122, Past Performance Information", in the subject line of the email. Past Performance reference submissions received after the proposal due date and time will not be considered. Prime Contractors and offered Subcontractors shall submit no more than three (3) surveys each. Each past performance reference may not exceed two (2) pages in length.

The Government shall evaluate the Offeror's past performance performed within the past five (5) years which is similar in scope, magnitude, and complexity to that detailed in the Performance Work Statement. Offerors who present similar contracts should provide a detailed explanation demonstrating the relevance of the contracts or efforts to the requirements of the solicitation. Offerors may submit performance data regarding current contract performance as long as a minimum of one year of performance has been completed as of the closing date of this solicitation. Contracts submitted must be relevant; this is an overarching requirement. Less-relevant contracts in terms of scope and complexity may receive a lower score regardless of quality of performance. Relevant past performance will be evaluated and receive scores in consonance with the evaluation scheme set forth in this RFP. Relevant past performance will be evaluated based generally on quality of past performance, successful accomplishment of tasks and cost control, not exhaustive.

The Offeror may also submit information regarding relevant contracts performed by any subcontractors and teaming partners who will perform under this contract. In such a case, the Offeror must also clearly indicate the percentage of work that the subcontractor will perform under the contract. If the Offeror possesses no relevant past performance, it must affirmatively state this fact in the Contractor Past Performance Data sheets submitted with its offer. Failure to submit the completed Contractor Past Performance Data Sheets shall be considered certification that the Offeror has no past performance for relevant services for the Government to evaluate.

#### **Volume IV –Cost**

Cost will be evaluated on the basis of cost realism in accordance with Section M, Evaluation Factors for Award. Cost realism pertains to the Offeror's ability to provide and project costs which are realistic and reasonable, and which indicate the Offeror understands the nature and scope of work to be performed.

Labor costs will be evaluated on the basis of 100% straight time. Uncompensated overtime and overtime rates will not be used in the evaluation.

Each Offeror's cost proposal MUST be submitted in an Excel spreadsheet format. The spreadsheet must list the factors used to calculate the burdened rate for the base year and each option year. Labor categories are provided in the Performance Work Statement. If the Offeror plans on subcontracting, a labor rate shall be provided for that labor as well.

The spreadsheet shall have columns for labor category, SCA Equivalent Labor category, hours proposed, base labor rate, G&A, overhead, fee, burdened rate, and extended amount for each burdened rate (hours \* burdened rate).

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 61 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Proposed subcontractor costs will be separately identified and may be submitted separately.

Prime and subcontractors shall identify relevant DCAA point-of-contact, phone number, fax, and email address. All information provided **MUST** be verified for accuracy before submitting.

For evaluation purposes only, Offerors are instructed to cost out a six-month option at the end of the last option period. This cost will be added to the total cost to determine the overall cost of the effort for **EVALUATION PURPOSES ONLY**. The task order will be awarded at the total cost for a base and four one-year options. To determine the cost, please consider the six-month option to have one-half the estimated hours distributed equally over all labor categories and shall be exclusive of material and travel costs. .

### **3.0 PERSONNEL REQUIREMENTS**

Due to the nature of this solicitation, special attention shall be paid to the skills, qualifications, and experience levels of the personnel that will be employed by the successful Offeror. All Contractor personnel shall meet the minimal experience, educational, and other background requirements as set forth below and be fully capable of performing their work in an efficient and reliable manner. Note: If the Offeror proposes personnel from a different labor category as listed below, or by a different title, a cross-reference list is required to be provided in the Offeror's proposal justifying the submission. The justification should clearly state the basis for the deviation and rationale supporting the deviation.

#### **Key Personnel Labor Categories (Non-Department of Labor Categories).**

**Key Personnel.** The Offeror shall provide resumes in Volume II, **Technical Capabilities**, for the key personnel identified as the following:

1. Program Manager
2. Chief Engineer/Project Manager
3. Senior Subject Matter Expert
4. Senior Software Engineer (MSP emphasis)
5. Systems Analyst (QA emphasis)
6. Systems Analyst (DRRS-N emphasis)
7. Accreditation Specialist
8. Data Base Manager

These resumes will be evaluated by the Government against minimum and desired personnel qualifications listed below to determine the Offeror representing the greatest value to the Government. The education, general experience, and specialized experience offered in the proposal shall be the performance standard for the offered Key Personnel labor category for the duration of the contract. With respect to "Key Personnel Labor Categories", the proposed personnel qualifications, as set forth in their resumes, shall determine the "minimum qualifications" for key personnel. As indicated herein, the contractor shall not replace key personnel with personnel who do not have the qualifications that meet or exceed those "minimums" offered initially. If personnel are not currently in the employ of the Offeror,

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 62 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

a written agreement or formal ‘Letter or Intent’ signed by the potential employee to work for the Offeror must be included as part of Volume II. Any changes in key personnel shall be subject to approval by the Contracting Officer and subject to a formal bilateral contract modification to recognize those changes. Failure to provide key personnel who meet “minimum” qualifications may result in an “F” for Personnel Qualifications. To the extent key personnel meet “desired” qualifications, those key personnel shall be rated “B” – to the extent that personnel exceed those desired qualifications and those resumes represent enhancements to the mission, key personnel may receive an “A”.

1. **Program Manager:**

Required Education: A Bachelors Degree in Business Management from an accredited four year university or college. Certification at the “Champion” level or equivalent in Lean Six Sigma.

Required Experience: Recent training experience with shipboard integrated training systems as a team leader. Administrative experience in formal instructor training or coordinating a formal-instructor course, shipboard and at the “School House.” Position requires that an individual must be eligible for a secret clearance. Must have a minimum of one year experience as a program manager, chief of staff, or department head in an integrated training program relating to afloat training.

Desired: Three years experience with ATG, executing all facets of SHIPTRAIN defining project or program objectives requirements. Recent and in-depth experience with TORIS or a TORIS-like application – with demonstrated recent and in-depth experience with Navy combat systems. Evidence of prior military experience at the field-grade level, with commensurate in-depth understanding of the Navy ethos.

2. **Chief Engineer/Project Manager:**

Required Education: A Bachelors Degree in an Engineering or Computer Science discipline from an accredited four year university or college. IAM Level II certified in accordance with DoD 8570.01-M.

Required Experience: Five years experience in technical product development involving direct control and responsibility over subordinate developers working in the development of TORIS or a TORIS-like training program. . The administrative experience should include defining project objectives and requirements, establishing system architecture, ensuring information assurance compliance, directing, coordinating and completing project efforts, interfacing with Government personnel, and providing progress reports.

Desired Experience: Specific and in-depth experience in Navy information systems and programs and including experience equivalent to that of five years software development experience in design, installation, operation, maintenance and repair of web based enterprise solutions. Recent five-year experience in developing web based solutions for the execution of SHIPTRAIN.

3. **Senior Subject Matter Expert:**

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 63 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Required Education: A Masters Degree in Management from an accredited four year university or Service College. Certified Lean Six Sigma Master Black Belt.

Required Experience: Must have a minimum five years experience in commercial enterprise program management. Must also have specialized experience equivalent to that of three years of experience in the application of Value Based Six Sigma Black Belt tools to facilitate cross functional teams and improve cross functional business processes. Experience should include demonstrated ability to train others, conduct workshops that identify and prioritize process improvement opportunities.

Desired Experience: Specific and in-depth experience in SHIPTRAIN, the Surface Warfare Enterprise (SWE) and the ATG Process Improvement project. Evidence of prior military experience at the field-grade level, with commensurate in-depth understanding of the Navy ethos. Documented recent and in-depth experience with configuration management and configuration control as it relates to issues relevant to ATG senior management and senior military members.

4. **Senior Software Engineer (MSP Emphasis):**

Required Education: A Bachelors Degree in Computer Science from an accredited 4 year university or college.

Required Experience: Three years of specialized experience in technical product development with direct control and responsibility over subordinate developers working in the development of TORIS-like systems. Recent administrative experience includes defining project objectives and requirements, establishing system architecture, ensuring information assurance compliance, directing, coordinating and completing project efforts, interfacing with Government personnel, and providing progress reports.

Desired Experience: Specific experience in the Development of TORIS Enterprise Ashore systems, such as TORIS MSP and TORIS AEPP. Five years experience in information systems and programs and including experience equivalent to that of 3 years software development experience in design, installation, operation, maintenance and repair of web based enterprise solutions. Three years experience in developing web based solutions for the execution of SHIPTRAIN.

5. **Systems Analyst (QA emphasis):**

Required Education: A Masters Degree from an accredited four-year university of college. Must have specific experience equivalent to that of one year in writing and executing quality assurance test cases, defining test environments and documenting test results. Must be proficient in software analysis tools to include access and excel.

Desired Experience - Three years of as a senior analyst with specialized SHIPTRAIN and TORIS-data experience. Recent and in-depth experience in statistical analysis techniques and extensive experience in shipboard training processes. Demonstrated understanding of Navy processes and leadership programs. Degree in Leadership or organizational leadership.

6. **Systems Analyst (DRRS-N Emphasis):**

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 64 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Required Education: A Bachelors Degree (any discipline) from an accredited four year university or college.

Required Experience: Two-years experience in commercial enterprise management at the project-management level. Position requires that individual must be eligible for, and maintain eligibility during the performance of this contract, for a secret clearance. One year experience in mapping of data points to surface unit mission essential task list (NMETL).

Desired Experience: Recent and in-depth experience in ATG mapping TORIS data to designated surface unit mission essential task list (NMETL). Project-management experience in both surface Navy and commercial enterprises. Project Management Professional (PMP) or evidence that analyst is working towards PMP certification.

**7. Accreditation Specialist:**

Required Education: Masters Degree in Management Information Systems from an accredited four year university or college.

Required Experience: Must have experience equivalent to that of 3 years experience in Navy Information Assurance specifically with extensive knowledge System Security Authorization Agreements (SSAAs).

Desired Experience: Specific recent experience with the TORIS System Security Authorization Agreements. - Recent experience with Navy Information Systems. Demonstrated experience with documentation requirements to establish and maintain an Information System Authority to Operate (ATO) within NETWARCOM.

**8. Data Base Manager:**

Required Education: A Bachelors Degree in Information Technology from an accredited four year university or college.

Required Experience: Five years of specialized experience as data base administrator involving direct control and responsibility for all aspects of data quality and server maintenance. Experience should include defining project objectives and requirements, establishing system architecture, ensuring information assurance compliance, directing, coordinating and completing project efforts, interfacing with Government personnel, and providing progress reports.

Desired Experience: Recent and in-depth experience in data base management of Navy web based enterprise solutions. Specific recent and in-depth experience in maintaining TORIS production and development operating environment for the execution of SHIPTRAIN.

**Non- Key Personnel Labor Categories (Non-Department of SCA Labor Categories).**

During contract performance the Government may request to review resumes of non-key contractor personnel proposed to be assigned and the Offeror shall be prepared to provide resumes. If the

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 65 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Ordering Officer questions the qualifications or competence of any individual proposed or performing under the task order, the burden of proof to substantiate that individual's qualifications as prescribed herein shall rest with the Contractor. The Government reserves the right during contract performance to require resumes to ensure the qualifications of the individual comply with any minimums set forth in the contract with respect to non-key personnel. The Contractor must have the personnel, organization, and administrative control necessary to ensure that all services performed meet all requirements. The work history of each Contractor employee shall contain experience directly related to the tasks and functions to be assigned. The Ordering Officer reserves the right to determine if a given work history contains necessary, sufficiently detailed, and related experience to reasonably ensure the ability for effective and efficient performance.

Non-key personnel utilized by the Contractor in the performance of this task order shall meet any minimums with respect to experience, educational, and/or other background requirements that are set forth below. Contractor personnel shall be fully capable of performing in an efficient, reliable, and professional manner. For the non-key labor categories listed below, the proposed resume should provide proof of hands-on experience (vice managerial experience of other persons performing hands on-work). General and specialized experience may be acquired concurrently. The experience acquired within specialized areas may not be acquired concurrently. If the Offeror does not identify the labor categories listed below by the same specific title, then a cross-reference list shall be provided in the Offeror's proposal identifying the differences.

### ***Non-Key Personnel Positions***

#### **Senior Software Engineer:**

Education: A Bachelors Degree (software engineering or computer science) from an accredited four year university or college.

Experience: In depth experience in the design, development, installation, maintenance and analysis of software systems directly related to the tasks described in paragraphs 3.1-3.8 above. Specialized experience with software integration. Software Systems Integration will include programming required adjustments made to web applications. Development skills must be current in DOD/DON standard programming software/languages (Microsoft SQL Server 2000/2005 with T-SQL, web technologies and languages (e.g. HTML, CSS, JavaScript, etc), Microsoft Active Server Page (ASP) 3.0, ASP.NET, C#, Visual Basic, etc).

#### **Application Analyst:**

Education: A Bachelors Degree (any discipline) from an accredited four year university or college.

Experience: In depth experience in areas of computer program analysis, functional support and development of management information systems, work breakdown structures, or work simplification techniques. Recent experience working with TORIS, NIAPS or similar Naval information system projects including Fleet Support, maintenance, documentation, testing, installation, or ship upgrade of Navy shipboard systems listed. Must be knowledgeable in commonly used ATGPAC concepts, practices, and procedures.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 66 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

**Data Analyst:**

Education: A Bachelors Degree (any discipline) from an accredited four year university or college, or ten years experience working with Navy Information Technology systems.

Experience: Recent, in-depth experience in areas of computer program analysis, functional support and development of management information systems, work breakdown structures, or work simplification techniques. Recent experience working with TORIS, NIAPS or similar Naval information system projects including Fleet Support, maintenance, documentation, testing, installation, or ship upgrade of Navy shipboard systems listed. Must be knowledgeable in commonly used ATGPAC concepts, practices, and procedures.

**Technical Writer:**

Education: A Bachelors Degree (any discipline) from an accredited four-year university or college.

Experience: Recent, in-depth experience in functional use of TORIS or “Toris-like” applications, functional support and development of management information systems, work breakdown structures, or work simplification techniques Specialized experience working with TORIS, NIAPS or similar Naval information system projects including Fleet Support, maintenance, documentation, testing, installation, or ship upgrade of Navy shipboard systems listed. Must be knowledgeable in commonly used ATGPAC concepts, practices, and procedures.

**CLAUSES INCORPORATED BY REFERENCE**

52.204-6	Data Universal Numbering System (DUNS) Number	APR 2008
52.215-1	Instructions to Offerors--Competitive Acquisition	JAN 2004
252.227-7013	Rights in Technical data – Noncommercial Items	Nov 1995

**CLAUSES INCORPORATED BY FULL TEXT**

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

James Browley  
FISC San Diego Code 220  
937 N. Harbor Drive  
San Diego, CA 92132-0260

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 67 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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

(End of provision)

### **52.237-3 Continuity of Services.**

As prescribed in [37.110\(c\)](#), insert the following clause:

Continuity of Services (Jan 1991)

(a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to—

(1) Furnish phase-in training; and

(2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

(b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a phase-in plan with a successor to determine the nature and extent of phase-in, phase-out services required. The phase-in plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

(c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

(d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

### **N00244L331 REVIEW OF AGENCY PROTESTS (MAR 2000) (FISC SAN DIEGO)**

The contracting activity, Fleet and Industrial Supply Center San Diego (FISCSD) will process agency protests in accordance with the requirements set forth in FAR 33.103(d).

Pursuant to FAR 33.103(d)(4), agency protests may be filed directly with the appropriate reviewing authority; or, a protester may appeal a decision rendered by a contracting officer to the reviewing authority.

The reviewing authority for FISCSD is the Director, Regional Contracts Department, Fleet and Industrial Supply Center San Diego at 937 North Harbor Drive, San Diego, CA 92132-0060. Agency procurement protests should clearly identify the initial adjudicating official, *i.e.*, the "Contracting Officer" or "Reviewing Official".

Offerors should note this review of the Contracting Officer's decision will not extend GAO's timeliness

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 68 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

requirements. Therefore, any subsequent protest to GAO must be filed within 10 days of knowledge of initial adverse agency action.

(End of provision)

#### SUBSTITUTION OR ADDITION OF PERSONNEL (NAVSUP 5252.237-9400) (JAN 1992)

(a) The Offeror agrees to assign to the contract those persons whose resumes, personnel data forms or personnel qualification statements were submitted as required in Section L to fill the requirements of the contract. No substitution or addition of personnel shall be made except in accordance with this clause.

(b) The Offeror agrees that: During the contract performance period, no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the contracting officer and provide the information required by paragraph (d) below.

(c) If personnel for whatever reason become unavailable for work under the contract for a continuous period exceeding thirty (30) working days, or are expected to devote substantially less effort to the work than indicated in the proposal, the contractor shall propose a substitution of such personnel, in accordance with paragraph (d) below.

(d) All proposed substitutions shall be submitted, in writing, to the Contracting Officer at least fifteen (15) days (thirty (30) days if a security clearance must be obtained) prior to the proposed substitution. Each request shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, a complete resume for the proposed substitute and any other information required by the Contracting Officer to approve or disapprove the proposed substitution. All proposed substitutes (no matter when they are proposed during the performance period) shall have qualifications equal to or higher than the qualifications of the person being replaced.

(e) 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 Offeror shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The information required is the same as that required for paragraph (d) above. The additional personnel shall have qualifications greater than or equal at least one (1) of the individuals proposed for the designated labor category.

(f) The Contracting Officer shall evaluate requests for substitution and addition of personnel and promptly notify the Offeror, in writing, of whether the request is approved or disapproved.

(g) If the Contracting Officer determines that suitable and timely replacement of personnel who have been reassigned, terminated or have otherwise become unavailable to perform under the contract is not reasonably forthcoming or that the resultant reduction of productive effort would impair the successful completion of the contract or the delivery order, the contract may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. Alternatively, at the Contracting Officer's discretion, if the Contracting Officer finds the contractor to be at fault for the condition, he may equitably adjust (downward) the contract price or fixed fee to compensate the Government for any delay, loss or damage as a result of the contractor's action.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 69 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

(End of provision)

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 70 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

## SECTION M EVALUATION FACTORS FOR AWARD

### SECTION M: EVALUATION FACTORS FOR AWARD

#### BASIS FOR AWARD:

This Task Order is reserved only for those contractors which have Southwest Zone “6” identified in Section B of the MAC contract. Proposals by other contractors will NOT be considered.

The award resulting from this solicitation will be a Cost-Plus-Fixed Fee (CPFF) Task Order. The Task Order will consist of a one-year base period of performance followed by four, one-year options that will be exercised at the discretion of the Government. The Government plans to award the contract on the basis of a competitive best value procurement methodology under FAR Part 15. Offerors are advised that the Government reserves the right to make award to other than the lowest Cost Offeror, or to the Offeror with the highest technical rating if the Government determines that to do so would result in the overall best value to the Government.

To be eligible for award, the Offeror must fully comply with the instructions included in Section L (Instructions, Conditions, and Notices for Submission of Offers), and sufficiently address all solicitation requirements. As such, offers that take exception to any term or condition of this RFP, propose any additional term or condition, or omit any required information, may not be considered for award. Alternate proposals are NOT authorized and will be rejected.

The Government intends to award this contract without discussions. Notwithstanding this intent, the Contracting Officer reserves the right to conduct discussions, a matter within his discretion. If this occurs, the Contracting Officer shall establish, in accordance with FAR 15.306, a competitive range. The Government also reserves the right to limit the number of offerors in the competitive range for purposes of efficiency.

In accordance with FAR 15.307, at the conclusion of discussions, the Contracting Officer shall give each offeror an opportunity to revise their proposal.

The Government will evaluate proposals based on the following three factors:

Factor I - Technical Capabilities

Factor II - Past Performance

Factor III – Cost

Factor I - Technical Capability, will be evaluated based on five subfactors. The subfactors are listed in descending order of importance:

1. Capability and Experience.
2. Resumes\*
3. Organizational Structure and Management.
4. Administration
5. Small Business Subcontract Management Approach.

Subfactors for Factor I will be evaluated independently, and given a letter grade. An overall grade will then be

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 71 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

assigned to Factor I, Technical Capability, based on the four subfactor grades received. A finding of “F” in any one of the subfactors may render the entire proposal unacceptable for award, and the offer will not be considered further for award.

Factor I, Technical Capability and Factor II, Past Performance, are equally weighted. Both Factors I and II are slightly more important than Factor III, Cost. When combined, Factors I, and II are significantly more important than Factor III, Cost.

Inherent in a greatest value evaluation is the fact that the Contracting Officer, while always mindful of Cost, is encouraging strengths and/or innovative approaches in the proposals. Accordingly, to the extent an offeror provides strengths or “enhancements” to its proposal, the offeror may receive a higher rating. Offerors are advised, however, that the Government intends to give a higher rating only if the strength or enhancement represents real value or benefit to the Government.

Evaluations in support of SeaPort-E source selection shall employ a letter grade method (A-D and F) for rating contractor proposals against evaluation factors and subfactors identified above. Accordingly, the Contracting Officer intends to conduct this greatest value evaluation using the letter grades listed below and the associated narrative descriptions. The appropriate letter grade rating shall be assigned to each factor and 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 to receive that grade rating; evaluators will use good judgment to rate the proposal using these characteristics.

A finding of “F” in either Factor I (to include any of its respective subfactors) and Factor II, may result in the entire proposal being determined unacceptable, and therefore ineligible for award.

If a proposal receives a rating of “F” in the Technical Capability or Past Performance, it will likely not reflect the work effort required by the solicitation; and therefore, call into question the accuracy of the Cost proposed.

Therefore, offers receiving “F” ratings for either Factors I (to include its respective subfactors) or, or Factor II, may not be evaluated for Factor III - Cost.

**Factor I Technical Capability Grading Criteria:**

The narrative description of each grade follows, as appropriate for Factor I, Technical Capability/Experience and its four subfactors.

A: An “A” proposal 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 sub factor), 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.

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 72 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

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 that the proposed approach will benefit the program.
- Weaknesses, if any, are minor and are more than offset by strengths.
- 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” proposals 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:

- 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.

\* Failure to provide personnel who meet “minimum” qualifications may result in an “F” for Personnel Qualifications. To the extent key personnel meet “desired” qualifications, those personnel shall be rated “B” – to the extent that key personnel exceed those desired qualifications and those resumes represent enhancements to the mission, key personnel may receive an “A”.

**Factor II: Past Performance Grading Criteria**

The Government will use the following letter grades and the associated narrative descriptions to evaluate

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 73 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

Factor II, Past Performance:

**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.

Past contracts submitted must be relevant; this is an overarching requirement. Less-relevant contracts in terms of scope and complexity may receive a lower score regardless of quality of performance. Relevant past performance will be evaluated and receive scores in consonance with the evaluation scheme set forth in this RFP. Relevant past performance will be evaluated based generally on timeliness, quality of past performance, and cost control, not exhaustive. Past performance shall be evaluated based on relevance on performance timeliness, quality, and cost control as indicated by the questionnaire.

The assessment of Offeror's past performance will be used by the Government as a means to evaluate the relative capability of the Offeror and other competitors to successfully meet the requirements of the RFP and as a measure of performance risk for contract award. The Government's assessment of performance risk is not intended to be the product of a mechanical or mathematical analysis of an Offeror's performance on a list of contracts, but rather the product of subjective judgment of the Government after it considers all available,

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 74 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

relevant and recent information.

Each Offeror shall demonstrate relevant past performance or affirmatively state that it possesses no relevant past performance. If the Offeror does neither of the foregoing, the proposal may not be eligible for award.

The Government intends to verify past performance information on contracts listed by the Offerors. The Government may contact some or all of the references. The Government reserves the right to obtain information for use in the evaluation of past performance from any and all sources including sources outside of the Government.

The Government may evaluate some or all of the information on the Contractor Past Performance Data Sheets and the corresponding Customer Input Sheets/Questionnaires.

The relevance of prior contracts directly bears on the likelihood that the TORIS acquisition will be successfully performed. Therefore, the Contracting Officer may favorably consider prior contracts that are highly relevant to the scope of the TORIS acquisition; conversely, the Contracting Officer may view less relevant prior contracts as presenting more risk to successful performance of the TORIS contract, notwithstanding the commendable past performance information on these less relevant prior contracts.

Past performance may be demonstrated from an individual prior contract or effort, or by aggregating multiple prior contracts or efforts of same or similar scope to that which is described in the solicitation. However, the Government will give greater consideration to individual prior contracts or efforts of the same or similar scope, magnitude and/or complexity to that which is described in the solicitation.

The Government may take into account past performance information regarding predecessor companies, key personnel who have relevant experience, and teaming partners/subcontractors that will perform major or critical aspects of the requirement when such information is relevant to the procurement.

In accordance with FAR 15.305 (a) (2) (i), the Government may consider in its evaluation, the currency and relevance of the information, source of the information, context of the data, and general trends in the offeror's performance.

In the case of an offeror without a record of relevant past performance, or for whom information on past performance is not available, the Government will not evaluate the offeror favorably or unfavorably on past performance. Such offerors will receive a neutral rating for past performance. However, the proposal of an offeror with no relevant past performance history, while rated Neutral in past performance, may not represent the most advantageous proposal to the Government, and thus, may be an unsuccessful proposal when compared to the proposals of other Offerors.

### **Factor III – Cost**

Although cost is the least important evaluation factor, it should not be ignored. The degree of its importance will increase with the degree of equality of proposals in relation to technical capability. Conversely, the significance of cost will decrease when it is so significantly high as to diminish the value of the technical superiority to the Government.

The evaluation of Cost will be based on a cost realism evaluation of specific elements of each offeror's

SOLICITATION NO. N00024-10-R-3122	AMENDMENT NO. 2	PAGE 75 of 75	FINAL
--------------------------------------	--------------------	------------------	-------

proposed cost to determine whether the proposed cost elements are realistic for the work to be performed, reflect a clear understanding of the requirement, and are consistent with any unique method of performance proposed by the offeror. The purpose of the analyses shall be to determine the probable cost of performance. The probable cost will reflect the Government's best estimate of the cost for that particular proposal being evaluated. This probable cost will be used for purposes of determining best value. The Government will use Defense Contract Audit Agency audited rates, if available, and other means available to determine validity of direct and indirect rate elements. The Government will likewise review the costs proposed for various labor categories and compare those to the qualifications of personnel proposed; it reserves the right to evaluate the costs at a higher rate to match the caliber of personnel proposed, as represented in the in the minimum qualifications.

The burden of proof for cost credibility rests with the Offeror. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror.

The Government will evaluate offers for award purposes by adding the total evaluated costs for the base year to the total evaluated costs for the four option years. Evaluation of the options WILL NOT obligate the Government to exercise the options.

#### CLAUSES INCORPORATED BY REFERENCE

52.217-5

Evaluation Of Options\*

JUL 1990

\* The government will evaluate a six-month option priced – at half the hours of the last option period – equally distributed by and between labor categories. This six-month option will be added to the total cost to determine the overall cost of the effort FOR EVALUATION PURPOSES ONLY. The task-order award cost will be for a base plus four one-year options.