

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-14-R-3495		2. AMENDMENT NO.		3. EFFECTIVE DATE 09/09/2014		4. PURCHASE REQUEST NO. N0002414NR46075	
5. ISSUED BY JENNIFER L MILES NAVAL SEA SYSTEMS COMMAND (NAVSEA) BUILDING 197, ROOM 5W-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 jennifer.l.miles1@navy.mil 202-781-4455		CODE N00024		6. ADMINISTERED BY		CODE	
7. CONTRACTOR		CODE		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 10/10/2014 1400 (hours local time – Block 5 issuing office)	
						SET ASIDE TYPE SB Set-Aside	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY CODE			
13. TYPE OF ORDER	D	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.				
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.	16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			21. UNITED STATES OF AMERICA By: CONTRACTING/ORDERING OFFICER			22. TOTAL	
SECTION	DESCRIPTION			SECTION	DESCRIPTION		
B	SUPPLIES OR SERVICES AND PRICES/COSTS			H	SPECIAL CONTRACT REQUIREMENTS		
C	DESCRIPTION/SPECS/WORK STATEMENT			I	CONTRACT CLAUSES		
D	PACKAGING AND MARKING			J	LIST OF ATTACHMENTS		
E	INSPECTION AND ACCEPTANCE			K	REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS		
F	DELIVERIES OR PERFORMANCE			L	INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS		
G	CONTRACT ADMINISTRATION DATA			M	EVALUATION FACTORS FOR AWARD		

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GENERAL INFORMATION

The incumbent is Booz Allen Hamilton Inc. performing under SeaPort Task Order N00178-04-D-4024-EH02.

Work performed under this task will support NAVSEA PEO IWS 6.0.

The Government requirement is **99,245 total man-hours** for this effort across three years if all options are awarded and exercised.

This procurement will be executed as a **100% small business set-aside**.

Proposals in response to this solicitation shall be valid for 270 calendar days.

Offers are being solicited in Zone 2 – National Capital Zone.

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

Questions to this solicitation are to be submitted in the portal. Questions asked later than ten (10) business days after release of this solicitation might not be answered.

Please consider the following suggestions for avoiding last-minute bid submission problems:

Verify your account's ability to submit the necessary bid information (either as a prime or subcontractor) **well in advance** of the closing time. This may be accomplished through the following steps:

1. Login to the portal and access the "View Events Details" page for this solicitation.
2. Click on "Place New Bid" in the "Bids" section of the page. This will open the "Place New Bids" page.
3. Ensure that your company's contract under which you are bidding (either your own as a prime or another's as a sub) appears in the "Prime" drop-down listing.
4. If you are submitting a proposal as a prime, ensure that the "Enter Pricing Info" button is visible and enabled. From here you may simply hit the "Cancel" button to return to the previous page.

If things do not appear as you believe they should, contact navseasupport@aquilent.com for assistance.

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7000	Base Year - Year One Labor (NOTES A, F) (Fund Type - TBD)	30500.0	HR			
7001	Base Year - Surge Labor, Option (NOTES A, B, E, F) (Fund Type - TBD)	2000.0	HR			

For Cost Type / NSP Items

7003 CDRLS - Base Year, Option Year1, and Option Year 2 (NOTE D)

For Cost Type Items:

Item	Supplies/Services	Qty	Unit	Est. Cost	Fixed Fee	CPFF
7100	Option Year 1 Labor (Year 2) (NOTES A, B, F) (Fund Type - TBD)	31000.0	HR			
	Option					
7101	Option Year 1 (Year 2) Surge Labor (NOTES A, B, E, F) (Fund Type - TBD)	2015.0	HR			
	Option					
7200	Option Year 2 Labor (Year 3) (NOTES A, B, F) (Fund Type - TBD)	31700.0	HR			
	Option					
7201	Option Year 2 (Year 3) Surge Labor (NOTES A, B, E, F) (Fund Type - TBD)	2030.0	HR			
	Option					

For ODC Items:

Item	Supplies/Services	Qty	Unit	Est. Cost
9000	Base Year - ODCS to support Labor CLINS (NOTE C) (Fund Type - TBD)	1.0	LO	
9100	Option Year 1 ODCS to support Labor CLINS (Year2) (NOTES B, C) (Fund Type - TBD)	1.0	LO	
	Option			

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Item	Supplies/Services	Qty	Unit	Est. Cost
9200	Option Year 2 ODCS to support Labor CLINS (Year3) (NOTES B, C) (Fund Type - TBD)	1.0	LO	
	Option			

NOTE A: LEVEL OF EFFORT

For Labor Items, Offerors shall propose man-hours specified in Section B to perform the requirements of the Statement of Work provided for the period of performance specified in SECTION F. The PAYMENT OF FEE(S) (LEVEL OF EFFORT - ALTERNATE 1) clause and LEVEL OF EFFORT – ALTERNATE 1 (MAY 2010) clause apply to these Items.

Subcontractor Labor shall be billed under these line items.

NOTE B: OPTION

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

NOTE C: OTHER DIRECT COST (ODC)

The ODC CLINs are in support of the full SOW, including surge. The total ODCs (including allowable burdens) must be included in Section B of the offer for all CLINs and supporting surge CLINs. Other ODC amounts proposed by an Offeror shall be included in said CLINs and the narrative rationale provided by the Offeror.

These Items are non-fee bearing CLINs and shall be priced as cost only. Non-fee bearing refers to fee, not allowable indirect costs or burdens. Offerors shall add their burdens, exclusive of fee, to these numbers and include it in Section B of the offer for the ODC CLINs. The Government estimates ODCs to be as shown below:

Base Year	\$25,000
Option Year 1	\$25,000
<u>Option Year 2</u>	<u>\$25,000</u>
Total	\$75,000

NOTE D: CONTRACT DATA REQUIREMENT LIST (CDRL)

Data is “Not Separately Priced.”

Price included in the price of Labor CLIN(s). Offeror shall propose \$0.00 for the Line Item(s). CONTRACT SUMMARY FOR PAYMENT OFFICE (COST TYPE) (NAVSEA) (FEB 1997)

NOTE E: SURGE

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If, as a result of unforeseen Program circumstances, it is determined that an increased level of effort is required, the Government reserves the right to exercise a "surge" Option CLIN for additional work under the Task Order. The Contracting Officer may exercise this Surge Option Item by providing written notice to the Contractor at least 60 calendar days prior to exercise of the surge Option Item. In the event the Government does elect to exercise the Surge Option Item, the appropriate ceiling and level of effort (man-hours) may be realigned under the appropriate Labor CLIN(s).

NOTE F: FEE INSTRUCTIONS (Applicable to all Fixed Fee Line Items)

Cost and Fee amounts for Fixed Fee CLINS can be found in the table below. Average hourly rate is determined by including all allowable costs (including Cost of Money (COM), if applicable). Fee/hour is calculated on cost less COM (if applicable). If COM is proposed, necessary columns may be needed.

FIXED FEE TABLE					
		Hourly Rates		Totals	
<u>CLIN</u>	<u>QTY (Hrs)</u>	<u>Estimated Cost/Hr (Rate)</u>	<u>Fixed Fee/Hour (FF)</u>	<u>Fixed Fee (Hrs X FF)</u>	<u>Estimated Cost (Hrs X Rate)</u>
7000	30,500				
7001	2,000				
7100	31,000				
7101	2,015				
7200	31,700				
7201	2,030				

*The Fixed Fee shall be proposed by the offeror and shall not exceed 8%. In the event of award, fee billed per hour shall be consistent with what is proposed in the above table.

CLAUSES INCORPORATED IN FULL TEXT:

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

The entire task order is cost type.

Line Item	Contract Type
7000, 7001, 7100, 7101, 7200, 7201	Cost Plus Fixed Fee
7003	NSP
9000, 9100, 9200	Cost Reimbursement

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

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

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For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

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

HQ B-2-0007 LIMITATION OF COST OR LIMITATION OF FUNDS LANGUAGE

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.

B-13

Applicable to all procurements for Selected Restricted Availabilities

(SRAs).

HQ B-2-0012 PAYMENT FOR ENGINEERING SERVICES AND SUPPORT (NAVSEA) (JAN 2008)

(a) Invoices for engineering services and overtime shall contain the name(s) of engineer(s), date(s) and place(s) of performance, and a brief description of the services performed. This information may be included in the Comments tab of the applicable WAWF document. Each invoice shall be accompanied by a copy of the authorization for services and the original certification of performance. These documents may be attached to the invoice as described in the Invoice Instructions in Section G. A copy of each invoice shall be furnished to the applicable NAVSEA/DRPM/PEO code identified in Section C under Engineering Services.

(b) Invoices for subsistence and transportation shall be supported by a statement of actual costs incurred by the Contractor and claimed to be reimbursable and shall be in such form and reasonable detail as required by the cognizant Defense Contract Audit Agency (DCAA). The Government shall make provisional payment after submission of each invoice and statement of costs. At any time prior to final payment, DCAA may audit the invoice(s) and statement(s) of costs, as appropriate.

(c) Each provisional payment for subsistence and transportation costs shall be subject to reduction to the extent any amount included in the related invoice and statement of costs is found not to be reimbursable under the support item(s) and shall also be subject to reduction for overpayment or to increase for underpayment on preceding invoices. Any disputes under this requirement shall be determined in accordance with the clause of this contract entitled "DISPUTES" (FAR 52.233-1).

HQ B-2-0015 PAYMENTS OF FEE(S) (LEVEL OF EFFORT – ALTERNATE 1) (NAVSEA) (MAY 2010)

(Applicable to CLINs 7000 and if exercised CLINS 7001, 7100, 7101, 7200, and 7201)

(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

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this contract entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE", (FAR 52.216-10), as applicable. Such payments shall be 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, and shall be paid at the hourly rate(s) specified above per man-hour performed and invoiced. Total fee(s) paid to the Contractor shall not exceed the fee amount(s) set forth in this contract. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract.

HQ B-2-0020 TRAVEL COSTS - ALTERNATE I (NAVSEA) (DEC 2005)

- (a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel costs in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.
- (b) Reimbursable travel costs include only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.
- (c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to relocation.
- (d) The Contractor shall not be reimbursed for the following daily local travel costs:
 - (i) travel at U.S. Military Installations where Government transportation is available,
 - (ii) travel performed for personal convenience/errands, including commuting to and from work, and
 - (iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

ENGINEERING SUPPORT SERVICES (ESS) THE COMMAND AND CONTROL DIRECTORATE (PEO IWS6.0)

1.0 Background

The Command and Control Directorate (PEO IWS 6.0) (Attachment 2, PEO IWS 6.0 Organizational Chart) functionally resides in the Program Executive Office for Integrated Warfare (PEO IWS) (Attachment 3, PEO IWS Organizational Chart). The PEO IWS 6.0's mission and vision is to "design, procure and support superior quality Navigation and Sensor Netting/Track Management that provides a single integrated picture to enable the warfighter's mission; and ensure superior joint battle space awareness capability to the warfighter." PEO IWS6.0's program portfolio spans the Department of Defense (DoD) Acquisition Categories and is comprised of Navigation and Sensor Netting/Track Management systems. Descriptions of these systems are provided in Section 2.0. These systems are installed on numerous platforms, domestic and international.

2.0 Objective

The task provides coordinated engineering support services for PEO IWS 6.0 Engineering Center of Excellence (COE). The Engineering COE represents a team of engineers that are to provide matrixed system engineering support across all PEO IWS 6.0 products. This requires a wide range of engineering support including personnel, equipment and material to fulfill the requirements of this Statement of Work (SOW). These services support PEO IWS 6.0's two product lines:

a. Navigation:

The following Navigation equipment is installed on Surface Combatants, Amphibious Ships, Aircraft Carriers and Submarines.

1) The AN/WSN-7/7A Ring Laser Gyro Navigator (RLGN) is a 14-day Inertial Navigator that provides ship position, attitude (roll, pitch and heading), and velocity data to ship navigation and combat systems.

2) The Inertial Navigation Systems Replacement (INS-R) is a functional replacement for the AN/WSN-7/7A RLGN.

3) The AN/WSN-7B Ring Laser Gyrocompass (RLG) is used to determine ship's attitude data and provides it to ship navigation and combat systems. It has the additional capability to act as a 24-hour Inertial Navigator, providing velocity and positioning data.

4) The Speed Log System is used to determine a ship's speed through the water. The speed log system provides speed data to the AN/WSN7/7A.

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5) The Electronic Chart Display and Information System – Navy (ECDIS-N) is a paperless navigation system. ECDIS-N uses Voyage Management System software with Digital Nautical Charts produced by the National Geospatial Intelligence Agency to replace traditional paper charts.

b. Sensor Netting/Track Management:

- 1) The Cooperative Engagement Capability (CEC) system significantly improves Battle Force Anti-Air Warfare (AAW) capability by coordinating all Battle Force AAW sensors into a single, real time, composite track picture capable of fire control quality. CEC distributes sensor data from each Cooperating Unit (CU) – which could either be installed in a ship or aircraft – to all other CUs in the battle force through a real-time, line of sight, high data rate sensor and engagement data distribution network.
- 2) The United States Marine Corps (USMC) Composite Track Network (CTN) is a mobile land version of the Navy CEC system. CTN provides Marine Air/Ground Task Force Commanders with a sensor netting capability that defends friendly forces against hostile aircraft and cruise missiles. CTN components will be housed in a standard 788 Lightweight, Multi-purpose Shelter (LMS) on an M10972-A Heavy HMMWV.
- 3) The Joint Land Attack Cruise Missile Defense Elevated Nettle Sensor (JLENS) is a United States Army Airborne Sensor System, which provides an over-the-horizon land attack cruise missile defense. JLENS enhances cruise missile detection and provides extended engagement ranges supporting engagement concepts for current and future air defense weapon systems. JLENS employs the CEC hardware and CEC baseline software, and will be completely interoperable with other CEC assets.
- 4) Common Network Interface (CNI) uses Commercial-Off-the-Shelf (COTS) hardware and common interoperable software compliant with the Navy’s Open Architecture (OA) standards to integrate the data from ship’s sensors, external links and FORCEnet sources into an operational picture for LHA and LHD class ships.
- 5) The Maritime Integrated Air and Missile Defense Planning System (MIPS) is an Anti-Air Warfare (AW) and Integrated Air and Missile Defense (IAMD) planning system that provides dynamic current and long range planning, branch and sequel development, contingency planning and aids in analysis of mission success at the operational level. MIPS provides continuous visualization of the battle space through super-positioning planned data, off-the-air live LINK data, and space track data from Tactical Related Applications (TRA), Tactical Receive Equipment (TRE), and Tactical Equipment System (TES).
- 6) The Supporting Arms Coordination Center (SACC-A) is the ship’s top-level fire support coordination center from which all weapon fires delivered into the ground commander’s zone of action are approved and coordinated. SACC-A automates the SACC-A aboard LHDs and LHAs permitting the Navy to meet joint and USMC operational requirements for responsiveness and interoperability with automated fire support C2 systems.

3.0 Scope

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This SOW describes the effort required of the Contractor of this Task Order to support the Command and Control Directorate. The Contractor shall provide the personnel and management tools necessary to assist the PEO IWS6.0 Engineering COE. This task is estimated to require eleven (11) Full Time Equivalent (FTE) personnel for a twelve month base period and two twelve month option periods of performance.

4.0 General Post Award Requirement

The Performance Standards and Assessment Plan described below provide general post award performance requirements for services to be performed under this task order.

4.1 Performance Standards

- a. Routine/daily communications at the contract performance level between the Government and Contractor.
- b. The Contractor's deliverables, as referenced in Contract Data Requirement Lists (CDRLs) listed under Section J as Exhibit A, shall be consistent with the needs of the Engineering COE. The Contractor shall thoroughly review data deliverables for accuracy and quality before delivery to the Government. The Contractor shall ensure that all data deliverables are factually accurate, complete, of high-quality, and delivered on time.
- c. The Government desires Government Purpose Rights (GPR) or better to all data/deliverables produced under this contract.
- d. The Task Order Manager (TOM) shall assess through written and oral customer feedback, the Contractor's performance, and report annually in the DoD Past Performance Information Retrieval and/or Contractor Performance Assessment Reporting Systems (CPARS). The TOM will schedule Contract Reviews at least semi-annually.
- e. The Contractor shall provide services that reflect innovative, technological and management techniques employed to increase efficiencies and control cost.

The following CDRLs are applicable:

CDRL A001 - Contractor's Progress, Status Management Report
 CDRL A002 - Report, Record of Meeting/Minutes
 CDRL A003 - Funds and Man Hours Expenditure Report
 CDRL A004 - Presentation Material
 CDRL A005 - Technical Report-Study/Services, Technical Reports
 CDRL A006 - Engineering and Technical Services Accomplishment Report

4.2 Performance Assessment Report

The Performance Assessment Report will serve as a basis for assessing Contractor performance.

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The Contractor shall provide a monthly status report, including sub-contractors' reports of accomplishment, financial summary, including financial expenditure forecast, activities performed and deliverables for the month. This will be used by the TOM to assess and communicate progress to the Engineering COE. A customer performance assessment report will be completed by the TOM upon receipt of the contractor's monthly report. This report will ensure 360 degree communication and feedback on customer satisfaction and feedback to the contractor regarding prime and subcontract performance for that reporting period.

CDRL A001 - Contractor's Progress, Status Management Report

CDRL A003 - Funds and Man-Hours Expenditure Report

5.0 General Requirements

- a. The Contractor shall provide an adaptable, flexible team structure suited to accomplish both planned and emergent support tasks. The contractor shall ensure that its team structure maximizes productivity, efficiency, and accountability within the estimates provided by the Government. The Contractor shall support the functional areas as stated in paragraph 6.0 below providing high quality, timely and well-integrated services and demonstrating the most effective utilization of personnel through employment of the optimal skill mix.
- b. All Task Order personnel supporting this Task Order shall possess and maintain a clearance level SECRET at time of contract award and for the period of performance of the contract.
- c. Contractor's facilities shall be within the Washington Metropolitan area; preferably within five (5) miles of the NAVSEA Washington Navy Yard Headquarters in Washington, DC in order to support tasking that requires a quick turnaround. The Contractor shall be able to store and process classified material up to the SECRET level, including Non-SCI Intelligence Information for system threat assessments, NOFORN information, NATO information associated with NAVSEA SIPRNET user account access, and FGI for handling of Foreign Government Information associated with Australia, Canada, and Great Britain.
- d. The Contractor shall provide unclassified teleconferencing and video teleconferencing capabilities at the Contractor facility. In addition, the Contractor shall provide up to five phone bridges for teleconference use.
- e. The Contractor shall be able to provide access to conference rooms within reasonable walking distance of NAVSEA Washington Navy Yard Headquarters in Washington, DC for holding government-sponsored meetings. The specific requirements are:
 - 1) One conference room for unclassified meetings which accommodates up to 15 attendees, for up to 3 meetings per month. All such conference room shall include a large whiteboard, electronics projections, and speakerphone capability.
 - 2) One conference room for classified meetings up to SECRET level, which accommodates up to 15 attendees, for up to 3 meetings per month. All such conference rooms shall include a large whiteboard, electronics projections, internet connectivity and STE phone capability.

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- f. The Contractor shall have an electronic mail capability and the necessary connectivity to communicate with the Engineering COE. The Contractor's system must be compatible with the Government's Microsoft Outlook system, in order to communicate and coordinate meetings and schedules as required by paragraph 6.0 below.
- g. The Contractor shall provide and maintain concise, accurate financial deliverable data. The financial data shall consist of labor and contract expenditure forecasts by CLIN, developed within 30 days of contract award and revised within 30 days of award of each option. The contractor shall also provide the TOM with a monthly report of actual cost incurred by CLIN.
- h. The Contractor shall provide security administration, control storage, and dissemination of sensitive and classified material. The Contractor shall maintain a file system for correspondence and presentation material. All files will be accessible to the Engineering COE.
- i. The Contractor shall provide courier(s) for delivery of classified material up to the SECRET level within the Washington Metropolitan area.

The following CDRLs are applicable:

CDRL A001 - Contractor's Progress, Status Management Report

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A003 - Funds and Man-Hours Expenditure Report

6.0 Requirements

a. The Contractor shall provide general support for all Tasks, Product Lines for the Technical Director as follows:

- 1) Provide general management for the ESS team across all tasks.
- 2) Assist in development of systems engineering schedules, milestone briefings and presentations, including required funds and manhours expenditures.
- 3) Attend periodic meetings and reviews support development of associated agendas and meeting notes/minutes.
- 4) Assist systems Integrated Product Teams (IPTs) to reach the goals and objectives as written in the IPT Charter.
- 5) Monitor action items, project tracking, identification, analyses and resolution of program design, engineering and integration issues.
- 6) Develop and maintain hardware system engineering processes, documentation and configuration management.
- 7) Develop and maintain capabilities and system way ahead Strategic Planning.

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- 8) Assist in definition and development of technical elements for program planning, including Acquisition Plans and support of engineering tasks to NAVSEA field activities (SEATASKS).
- 9) Provide draft inputs for the Program Objective Memorandum (POM) and analysis of engineering budget execution, and develop recommendations to improve the execution and utilization of both contractor and government engineering resources.

The following CDRLs are applicable:

CDRL A001 - Contractor's Progress, Status Management Report
CDRL A002 - Report, Record of Meeting/Minutes
CDRL A003 - Funds and Man-Hours Expenditure Report
CDRL A004 - Presentation Material
CDRL A005 - Technical Report-Study/Services, Technical Reports
CDRL A006 - Engineering and Technical Services Accomplishment Report

b. The Contractor shall provide Systems Engineering support as follows:

- 1) Provide recommended Systems Engineering Processes development and implementation support across all Product Lines and Technical Reviews.
- 2) Develop, provide and maintain the Systems Engineering Plans (SEP), in accordance with DoD 5000.2, for all products.
- 3) Evaluate Systems Engineering processes and recommend process improvements to establish common, standard System Engineering processes across PEO IWS 6.0.
- 4) Assist in conducting systems engineering boards and system engineering technical reviews.
- 5) Assist with system engineering interoperability efforts and baseline development.
- 6) Assist in project tracking, including identifications, analysis, resolution of program design and engineering integration issues.
- 7) Assist with systems engineering activities for shipboard systems, including demonstration, testing and fielding.
- 8) Provide technical assistance to support system engineering studies impacting integration with shipboard systems.
- 9) Provide technical support for evolving Science and Technology (S&T) projects into advanced technology development to include supporting engineering in experimentation venues like the USN Trident Warrior Series, and US Pacific Command's Northern Edge, and OSD's Black Dart Series.
- 10) Provide engineering and technical expertise to review and resolve issues associated with Foreign Military

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Sales (FMS)/International inquiries.

- 11) Coordinate inputs for the Command, Control Communications, Computers and Intelligence Support Plan (C4ISP) (now called (ISP) revisions through Joint Interoperability Test Command (JITC) and Navy Center for Tactical Systems Interoperability Test Command (NCTSI) , coordinating Information Exchange Requirements (IER) and Critical Key Performance Parameters (KPP) through JITC/NCTSI, including Technical Authority, Joint Capabilities Integration and Development System (JCIDS) processes/documentation.
- 12) Assist in the management of Modeling and Simulation (M&S) effort which includes: development of accreditation plans, assessment of M&S needs based on program and users' needs; and development of the master M&S plan.

The following CDRLs are applicable:

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A005 - Technical Report-Study/Services, Technical Reports

CDRL A006 - Engineering and Technical Services Accomplishment Report

c. The Contractor shall support Hardware/Software Engineering as follow:

- 1) Assist in the development of current and future hardware engineering and integration requirements.
- 2) Provide programmatic, technical, and analytical expertise in support of program planning and development of product baselines.
- 3) Assist in the development and maintenance of hardware and software roadmaps, schedules and program plans.
- 4) Participate in hardware and software focused meetings and working groups internal and external to the program office.
- 5) Analyze documents, evaluate hardware and software requirements, qualification test plans, and provide comments and recommendations. Review and comment on Engineering Change Proposals (ECPs).
- 6) Provide advice in regards to the latest hardware and software technology improvements in both industry and other areas of government including Software Support Agent (SSA) and In-Services Engineering Agent (ISEA).
- 7) Assist in developing hardware and software documentation to support the current and future acquisition strategy.
- 8) Review design requirement documents, specification, procedures, development plans, test plans, engineering processes and directives Provide recommendations based on review.
- 9) Coordinate and facilitate Technical Interchange Meetings (TIMs), Working Group meetings and briefing

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with the Design Agent (DA), Technical Directional Agent (TDA), Production Engineering Agent (PEA), Software Support Agent (SSA), and In-Service Engineering Agent (ISEA).

- 10) Review, assess, and evaluate DA development, progress status of action items, development issues and concerns. Provide assessment and evaluation results.
- 11) Provide recommendations related to hardware and software design changes.
- 12) Assist in coordination with the Fleet, Office of the Secretary of Defense (OSD), Chief of Naval Operations (CNO), industry, Navy field activities, and other United States Navy offices as necessary.
- 13) Assist in the definition and development of hardware and software processes/specifications.
- 14) Assist in the definition and development of production engineering.
- 15) Provide recommendations related to hardware and software Total Ownership Cost (TOC) reduction initiatives.

The following CDRLs are applicable:

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A004 - Presentation Material

CDRL A005 - Technical Report-Study/Services, Technical Reports

CDRL A006 - Engineering and Technical Services Accomplishment Report

d. The Contractor shall assist in the management of Test and Evaluation (T&E) and Land Based Test Sites (LBTS) efforts as follows:

- 1) Research issues and provide reports and recommendations in areas such as certification for Operational Test and Evaluation (OT&E) preparations and DoD 5000.2R/Secretary of the Navy (SECNAV) 5000.2 T&E guidance.
- 2) Assist in requirement development and definition, and test and evaluation planning for future evolution.
- 3) Assist with Test and Evaluation Master Plans (TEMPS) including efforts for Follow On Test and Evaluation (FOT&E) where necessary.
- 4) Support Test Readiness Reviews.
- 5) Provide recommendations for the development of Measures of Effectiveness (MOE) and Measures of Suitability (MOS) performance criteria.
- 6) Assist in coordination of test events associated with the various LBTSs to ensure that scheduling conflicts are minimized.
- 7) Assist in the monitoring of the installed equipment and any equipment changes for installed systems at

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LBTS.

The following CDRLs are applicable:

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A005 - Technical Report-Study/Services, Technical Reports

CDRL A006 - Engineering and Technical Services Accomplishment Report

e. The Contractor shall support the Advanced Concepts/Future Development/Interoperability effort as follows:

- 1) Support the development of a Plan of Action and Milestones (POA&M) for new technology insertion.
- 2) Assist in development of technical database for tracking of potential new requirements and concept feasibility.
- 3) Support reviews and research into latest technology and acquisition advances within government Department of the Navy (DoN) and Department of Defense (DoD) and private industry.
- 4) The Contractor shall support development and review of the IWS 6.0 Technology Master Plan (TMP), Science and Technology (S&T) and Small Business Innovative Research (SBIRs).
- 5) Support engineering activities with shipboard combat and C4I systems, including demonstrations, testing and fielding.
- 6) Assist in supporting Navy and Joint Exercises and data collections and analysis efforts to assess interoperability.
- 7) Provide technical inputs for interoperability efforts related to the Joint Tactical Data Link Working Group (JTDLWG), Joint Multi-tactical Digital Information Links (ADILS) Standards Working Group (JMTSWG), Joint Tactical Data Link Master Plan (JTDLMP) and Joint Interoperability Test Center (JITC) Certification.

The following CDRLs are applicable:

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A005 - Technical Report-Study/Services, Technical Reports

CDRL A006 - Engineering and Technical Services Accomplishment Report

f. The Contractor shall provide management support for Program Protection, Security and Information Assurance (IA) as follows:

- 1) Provide information, advice and recommendations for process improvement, facilitation, strategic planning and program management support pertaining to Program Protection, Security and Information Assurance.

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- 2) Draft SIPRNET request letters, document request letters, security appointments letters and Interim Authority To Operator (IATO) request letters, as tasked.
- 3) Provide information, advice and recommendations for system certification and accreditation in accordance with DoD Information Security Certification and Accreditation Process (DITSCAP) and any other applicable security accreditation guidelines, for the changes to current and newly developed hardware.
- 4) Coordinate and support technical review of security certification and accreditation documentation, procedures, change and proposals, processes and security directives.
- 5) Prepare plans for and coordinate annual threat briefs for PEO IWS6.0 and field activities.
- 6) Draft Naval Operation Security (OPSEC) updates and coordinate with POCs test/documentation at test sites.
- 7) Coordinate with Naval Criminal Investigative Service (NCIS) regarding input to support threat assessment.
- 8) Participate in Security interchanges with Department of Defense (DoD), National Security Agency (NSA), Defense Security Service (DSS) and other agencies.

The following CDRLs are applicable:

CDRL A005 - Technical Report-Study/Services, Technical Report

CDRL A006 - Engineering and Technical Services Accomplishment Report

g. The Contractor shall provide a Risk Management and Configuration Management as follows:

- 1) Provide support and coordination for the risk management database in accordance with the Risk Management Program and Plans.
- 2) Maintain the PEO IWS6.0 Risk Management Plan.
- 3) Participate in risk meetings and working groups internal and external to the Program Office, including participation in the Risk Review Board (RRB) and Risk Advisory Board (RAB).
- 4) Maintain the PEO IWS6.0 Risk Radar Data Base.
- 5) Assist in development of briefings and presentations.
- 6) Support and participate in Configuration Management (CM) efforts. Participation in the Configuration Review Board (CRB) and Configuration Control Board (CCB) hardware and software technical reviews including CM support of the Command, Control, Communications, Computer, Combat Systems, Intelligence, Surveillance and Reconnaissance Modernization Process (C5IMP).

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- 7) Maintain the PEO IWS6.0 Configuration Management Plan.

The following CDRLs are applicable:

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A004 - Presentation Material

CDRL A005 – Technical Report-Study/Services Technical Report

CDRL A006 - Engineering and Technical Services Accomplishment Report

h. The Contractor shall provide services for Fleet liaison as follows:

- 1) General support across all tasks and product lines, including:
 - a) Draft preliminary meeting documentation and presentations; develop action items and meeting minutes. Monitor action items through closure and provide reports.
 - b) Participate in periodic meetings and reviews, such as Fleet related staff meetings, working groups, Program Milestones Reviews, Integrated Product Teams.
 - c) Support the Semi-Annual NETWARCOM CSI Modernization Conference.
- 2) Provide systems hardware and software support to the Fleet, including:
 - a) Review hardware and software procurement and installation schedules and plans, analyze and track progress and provide formatted monthly status reports.
 - b) Assist in ship installation/integration efforts, including topside engineering and installation reviews. Review and provide comments on Ship Alterations Records, Installation Control Drawings, Ship Alteration Installation Drawings, Technical Packages and other installation information.
 - c) Interface with platform program offices and provide technical expertise to help resolve hardware and software installation issues.
 - d) Assist in coordinating related new construction, back-fit and installation requirements, including baseline introductions and program reviews. Review and comment on Ship Product Directives and Engineering Changes.
 - e) Provide management expertise to coordinate product line integration and installation. This includes system installation planning and scheduling review, engineering change planning and resolution of technical issues.
 - f) Participate in periodic product meetings; provide status, reports and presentations as needed.
 - g) Participated in SEA 05/Joint SYSCOM interoperability meetings.
 - h) Review and draft inputs for integration schedules that will be used to monitor testing, implementation,

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and upgrades of the program hardware and software.

- i) Provide technical expertise to assist in resolving programmatic issues regarding product line hardware and software integration with platform combat systems.
- j) Support Fleet Support operations by coordinating and interfacing with other NAVSEA programs, Navy/DoD organizations including Navy Field activities, the In-Service Engineering Agent, industry, the Fleet and others.
- k) Prepare and disseminate weekly “Significant Events” status reports.

The following CDRLs are applicable:

CDRL A002 - Report, Record of Meeting/Minutes

CDRL A004 - Presentation Material

CDRL A005 - Technical Report-Study/Services, Technical Reports

CDRL A006 - Engineering and Technical Services Accomplishment Report

7.0 Other Direct Costs (ODC)

The Contract shall provide additional support services such as reproduction, supplies, phone bridges, equipment, material, travel and consulting services in the performance of this contract. Minimal travel will be required to PEO IWS6.0’s contractor sites, Government facilities, field activities, and laboratories for on-site reviews and assessments.

Known sites include:

Huntsville, AL
 Port Hueneme, CA
 San Diego, CA
 Port Mugu, CA
 St. Petersburg, FL
 Crane, IN
 Laurel, MD
 Mechanicsburg, PA
 Philadelphia, PA
 Newport, RI
 Patuxent, MD
 Corona, CA

Locations throughout Virginia, including Charlottesville, Chesapeake, and Norfolk, Dahlgren, Quantico and Dam Neck.

There may be a requirement to travel to other locations within the CONUS that are unknown at this time. In most cases the duration of travel will not exceed five (5) working days plus the required travel times, extended during the support of Test and Evaluation events which may require extended travel.

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Other than local travel (within 50 miles of the current NAVSEA headquarters in Washington, DC), all travel and visits must be approved by the TOM.

8.0 Deliverables

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The Contractor shall have an electronic mail capability and necessary connectivity to communicate with PEO IWS6.0. Microsoft Outlook mail is required in order to communicate and deliver all CDRL deliverables; hardcopies shall also be provided.

The Contractor shall acknowledge unlimited rights in technical data where the data was created exclusively with Government funds and at least Government purpose rights in technical data where the data was created with mixed funding. At the conclusion of the contract, the Contractor shall turn over, in accordance with DFARS 252.227-7013, -7014, and -7015, to the Government, all documentation, drawings, processes, and other data developed under this contract.

The Contractor shall prepare a monthly status report defining work accomplished and deliverables submitted during each month. Deliverables shall be submitted in electronic or paper format (or both) directly to PEO IWS6.0. Reports shall include Monthly Progress and Status Reports. These shall highlight significant accomplishments and variances from tasks for the period in accordance with the relevant CDRLs below.

As directed by the Government, the Contractor shall provide briefings, briefing materials, white papers, meeting minutes and other materials. As directed by the Government the Contractor shall provide analysis and review of briefings, briefing materials, white papers and provide comments, recommendations and bring to the Government's attention any issues. The Contractor shall provide deliverables up to the SECRET level of classification. When classified documents are provided, the Contractor may also be required to provide an additional unclassified version to facilitate Public release of the deliverable.

The TOM will provide a Quality Assurance and Surveillance Plan (QASP) after award of contract.

The following CDRLs are applicable:

CDRL A001 - Contractor's Progress, Status Management Report
CDRL A002 - Report, Record of Meeting/Minutes
CDRL A003 - Funds and Man Hours Expenditure Report
CDRL A004 - Presentation Material
CDRL A005 - Technical Report-Study/Services, Technical Reports
CDRL A006 - Engineering and Technical Services Accomplishment Report

9.0 Surge Requirement

If the Government determines that an increased number of hours in support services is required, the Government reserves the right to exercise a Surge Requirement for additional work in accordance with this SOW. This maximum flexibility may be through the use of additional company resources or subcontracting additional support. This surge support may be for a one time task or for a continued

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support upon identification of the requirement.

CDRL A001 - Contractor's Progress, Status Management Report
CDRL A002 - Report, Record of Meeting/Minutes
CDRL A003 - Funds and Man Hours Expenditure Report
CDRL A004 - Presentation Material
CDRL A005 - Technical Report-Study/Services, Technical Reports
CDRL A006 - Engineering and Technical Services Accomplishment Report

10.0 Type of Contract

This will be a Cost Plus-Fixed Fee (CPFF) contract.

The following CDRLs are applicable:

CDRL A001 - Contractor's Progress, Status Management Report
CDRL A002 - Report, Record of Meeting/Minutes
CDRL A003 - Funds and Man Hours Expenditure Report
CDRL A004 - Presentation Material
CDRL A005 - Technical Report-Study/Services, Technical Reports
CDRL A006 - Engineering and Technical Services Accomplishment Report

HQ C-1-0001 ITEM(S) 7003 - DATA REQUIREMENTS (NAVSEA)(SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit A, attached hereto.

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

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

(b) The Contractor agrees to: (1) indoctrinate its personnel who will have access to the data or software as to the restrictions under which access is granted; (2) not disclose the data or software to another party or other Contractor personnel except as authorized by the Contracting Officer; (3) not engage in any other

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action, venture, or employment wherein this information will be used, other than under this contract, in any manner inconsistent with the spirit and intent of this requirement; (4) not disclose the data or software to any other party, including, but not limited to, joint venturer, affiliate, successor, or assign of the Contractor; and (5) reproduce the restrictive stamp, marking, or legend on each use of the data or software whether in whole or in part.

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

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

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

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

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

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

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

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

(d) FAR 9.5:

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

Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such

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information. This prohibition shall not expire after a given period of time.

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

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

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

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

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

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

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

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

Additionally, sale of catalog or standard commercial items are exempt from this requirement.

(k) Further restrictions are in accordance with FAR 9.505-1, providing systems engineering and technical direction:

(a) A contractor that provides systems engineering and technical direction for a system but does not have overall contractual responsibility for its development, its integration, assembly, and checkout, or its production shall not—

(1) Be awarded a contract to supply the system or any of its major components; or

(2) Be a subcontractor or consultant to a supplier of the system or any of its major components.

(b) Systems engineering includes a combination of substantially all of the following activities: determining specifications, identifying and resolving interface problems, developing test requirements, evaluating test data, and supervising design. Technical direction includes a combination of substantially all of the following activities: developing work statements, determining parameters, directing other contractors' operations, and resolving technical controversies. In performing these activities, a contractor occupies a highly influential and responsible position in determining a system's basic concepts and supervising their execution by other contractors. Therefore this contractor should not be in a position to make decisions favoring its own products or capabilities.

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

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

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

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

NON-DISCLOSURE AGREEMENTS

Contractor personnel shall be provided a Statement of Non-disclosure of Information (Attachment 11) which shall be completed and signed by each employee as a condition for each employee providing services under this Task Order. Completed Nondisclosure Statements shall be returned to the Contracting Officer's Representative within fifteen working days after Task Order award or from the date of hire for new employees.

In addition, the contractor may be required to sign NDA with other companies providing support to NAVSEA.

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

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

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

The support contractor not disclose any information;

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

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

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

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

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

HQ C-2-0066 CONTRACTOR SAFETY AND HEALTH REQUIREMENTS FOR ACCESS TO NAVSEA/PEO SITE (NAVSEA) (MAY 2012)

(a) Contractor personnel shall comply with all badging and security procedures required to gain access to any NAVSEA/PEO site. Contact the Contracting Officer's Representative (COR) for specific requirements.

(b) Contractors are required to adhere to the requirements of 29 CFR 1910, 29 CFR 1926 and applicable state and local requirements while in NAVSEA/PEO government spaces. Contractors who are injured on site shall notify SEA 04RS, Safety Office, via the COR.

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(c) NAVSEA/PEO site facilities are low to mid-rise buildings with elevators and a contractor operated restaurant facility in building 197. Utility areas, electrical/phone closets and the roof are generally secured areas with restricted access. NAVSEA/PEO HQ sites generally exhibit low hazards with no personal protection equipment (PPE) requirements. Hazards are those typically found in an office environment. Slips, trips and falls on wet/icy surfaces, pest control, and ergonomic concerns are the primary hazards. It is expected that contractor employees will have received training from their employer on hazards associated with the areas in which they will be working and know what to do in order to protect themselves.

(d) Contractors whose employees perform work within NAVSEA/PEO government spaces in excess of 1000 hours per calendar quarter during a calendar year shall submit the data elements on OSHA Form 300A, Summary of Work Related Injuries and Illnesses, for those employees to SEA 04RS via the Contracting Officer's Representative by 15 January for the previous calendar year, even if no work related injuries or illnesses occurred.

(e) Any contractor employee exhibiting unsafe behavior may be removed from the NAVSEA/PEO site. Such removal shall not relieve the contractor from meeting its contractual obligations and shall not be considered an excusable delay as defined in FAR 52.249-14.

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SECTION D PACKAGING AND MARKING

Marking APPLICABLE TO ALL ITEMS -There are no packaging or marking requirements for the services ordered under this Task Order. All requirements for packaging and marking of supplies or documents associated with the services shall be packaged, packed and marked in accordance with the provisions set forth below or as specified in the Technical Instructions.

HQ D-1-0001 DATA PACKAGING LANGUAGE

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract. All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice. Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006.

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

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

- (1) name and business address of the Contractor
- (2) contract number
- (3) contract dollar amount
- (4) whether the contract was competitively or non-competitively awarded
- (5) sponsor:
 - (Name of Individual Sponsor)
 - (Name of Requiring Activity)
 - (City and State)

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SECTION E INSPECTION AND ACCEPTANCE

CLAUSES INCORPORATED BY REFERENCE

52.246-5 INSPECTION OF SERVICES COST-REIMBURSEMENT (APR 1984)

CLAUSES INCORPORATED BY FULL TEXT

NOTE: Inspection and Acceptance will be performed by the Contracting Officer's Representative (COR) identified in Section G, unless otherwise specified in the Technical Instructions issued under this Task Order.

INSPECTION AND ACCEPTANCE LANGUAGE FOR SERVICES

For all 7000 series CLINs/SLINs – Inspection and acceptance shall be made by the Contracting Officer's Representative (COR) or a designated representative of the Government.

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

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423. *Note that not all Data deliverables will be specified by or on CDRL DD Form 1423. Inspection and Acceptance for some data will be specified at the Technical Instruction level.

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN – DELIVERIES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is 26 May 2015. The Government reserves the right to award sooner or later if necessary. The start and end dates below will be updated accordingly upon Task Order Award.

HQ F-1-0003 PERFORMANCE LANGUAGE FOR LOE SERVICES

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

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

<u>ITEMS</u>	<u>FROM</u>	<u>TO</u>
7000	5/26/2015	5/25/2016
9000	5/26/2015	5/25/2016

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

<u>ITEMS</u>	<u>FROM</u>	<u>TO</u>
7001	5/26/2015	5/25/2016
7100	5/26/2016	5/25/2017
7101	5/26/2016	5/25/2017
7200	5/26/2017	5/25/2018
7201	5/26/2017	5/25/2018
9100	5/26/2016	5/25/2017
9200	5/26/2017	5/25/2018

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

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

CLAUSES INCORPORATED BY REFERENCE:

52.242-15 Alt I

Stop-Work Order – Alternate I

APR 1984

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SECTION G CONTRACT ADMINISTRATION DATA

CLAUSES INCORPORATED BY REFERENCE:

52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER-CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (MAR 2008)

HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING ELECTRONIC INVOICING (NAVSEA) (SEP 2012)

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

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

HQ G-2-0002 CONTRACTOR'S FACILITY ADDRESS

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

HQ G-2-0003 CONTRACTING OFFICER'S REPRESENTATIVE

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

CONTRACTING OFFICER'S REPRESENTATIVE (COR)

Naval Sea Systems Command

Attn: Joyce Fultz, PEO IWS 6.0

1333 Isaac Hull Ave Washington Navy Yard Washington DC, DC 20376

Telephone: 202-781-0589

E-mail: joyce.fultz@navy.mil

OTHER POINTS OF CONTACT – The Government points of contact for this Task Order are as follows:

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command

Attn: Randal Onders, SEA 021

1333 Isaac Hull Ave Washington Navy Yard Washington DC, DC 20376

Telephone: 202-781-3678

E-mail: randal.onders@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)*

Naval Sea Systems Command

Attn: Jennifer L Miles

1333 Isaac Hull Ave Washington Navy Yard Washington DC, DC 20376

Telephone: 202-781-4455

E-mail: Jennifer.L.Miles1@navy.mil

*Note that the POR is the Contract Specialist

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command

Attn: Mercedes Burrell, SEA 0265

1333 Isaac Hull Ave Washington Navy Yard Washington DC, DC 20376

Telephone: 202-781-1843

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E-mail: mercedes.burrell@navy.mil

The Government reserves the right to unilaterally change the points of contact at any time.

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall—

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

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

Cost Voucher (Cost Reimbursable, T&M , LH, or FPI)

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

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

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(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	TBD
Issue By DoDAAC	N00024
Admin DoDAAC	TBD
Inspect By DoDAAC	N/A
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N00024
Service Acceptor (DoDAAC)	N00024
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	TBD
Other DoDAAC(s)	N/A

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

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

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

To Be Determined at Time of Award

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity’s WAWF point of contact.

To Be Determined at Time of Award

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

TYPE OF ORDER

This task order is a Cost-Plus-Fixed-Fee (CPFF) type for labor line items and cost-only for ODCs. The contractor shall devote the specified level of effort for time period(s) stated in

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Section F and H, as applicable.

**HQ G-2-0006 PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CITATIONS
(ALTERNATE 1) (NAVSEA) (JAN 2008)**

(a) For contracts or orders that 1) include contract line items that are funded by multiple accounting classification citations for which a contract line item or items are not broken out into separately identifiable subline items (informational subline items are not separately identifiable subline items); 2) contain cost-reimbursement or time-and-material or labor-hour line items; or 3) authorize financing payments, the payment office will make payment in accordance with the paragraph(s) checked below. Either one contract wide instruction or one or more line item specific instructions have been selected below.

(b) The following payment instructions apply to this contract:

252.204-0005 LINE ITEM SPECIFIC: BY CANCELLATION DATE (SEP 2009)

The payment office shall make payment using the ACRN with the earliest cancellation date first, exhausting all funds in that ACRN before disbursing funds from the next. In the event there is more than one ACRN associated with the same cancellation date, the payment amount shall be disbursed from each ACRN with the same cancellation date in the same proportion as the amount of funding obligated for each ACRN with the same cancellation date.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

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

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

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR

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

NAVSEA 5252.232-9104 ALLOTMENT OF FUNDS (JAN 2008)

- (a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR

52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ITEMS(S)	ALLOCATED TO COST	ALLOTED TO FEE	CPFF	M/HS	EST.
POP					

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

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

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

NAVSEA 5252.216-9122 LEVEL OF EFFORT (ALTERNATE 1) (May 2010)

- (a) The Contractor agrees to provide the total level of effort specified in the next sentence in

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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 **99,245** total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

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

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status, truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (i) 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 _____ (Offeror to fill-in) 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) The Contractor shall provide and maintain an accounting system, acceptable to the

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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.

(h) 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. All submissions shall include subcontractor information.

(i) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative worksite plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.

(j) Notwithstanding any of the provisions in the above paragraphs and subject to the LIMITATION OF FUNDS or LIMITATION OF COST clauses, as applicable, the period of performance may be extended and the estimated cost may be increased in order to permit the Contractor to provide all of the man-hours listed in paragraph (a) above. The contractor shall continue to be paid fee for each man-hour performed in accordance with the terms of the contract.

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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(b) All proposed substitutes shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. As used herein, technical instructions are defined to include the following:

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

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

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

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

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

NAVSEA 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (OCT 2006)

(a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with NAVSEA S0300-BU-GYD-010 dated November 1994. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.

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(b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".

(c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center
P.O. Box 8000
Corona, CA 92878-8000
Phone: (951) 898-3207
FAX: (951) 898-3250
Internet: <http://www.gidep.org>

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SECTION I CONTRACT CLAUSES

CLAUSES INCORPORATED BY REFERENCE

All clauses incorporated in the basic IDIQ contract apply to this Task Order, as applicable. Updated clauses have been incorporated and supersede the clauses in the basic IDIQ contract.

FAR 52.203-17 -- CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

FAR 52.204-2 -- SECURITY REQUIREMENTS

FAR 52.204-7 -- SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.204-9 -- PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

FAR 52.204-13 -- SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013)

FAR 52.209-6 -- PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTOR'S DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (AUG 2013)

FAR 52.209-9 -- UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

FAR 52.215-23 -- LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

FAR 52.216-7 -- ALLOWABLE COST AND PAYMENT (JUL 2013)

FAR 52.216-8 -- FIXED FEE (MAR 1997)

FAR 52.216-11--COST CONTRACT--NO FEE (APR 1984)

FAR 52.219-28 -- POST AWARD SMALL BUSINESS PROGRAM REPRESENTATION (JUL 2013)

FAR 52.222-54 -- EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

FAR 52.232-20 -- LIMITATION OF COST (APR 1984)

FAR 52.232-22 -- LIMITATION OF FUNDS (APR 1984)

FAR 52.232-25 -- PROMPT PAYMENT (JUL 2013)

FAR 52.232-33 -- PAYMENT BY ELECTRONIC FUNDS TRANSFER-SYSTEM FOR AWARD MANAGEMENT (JUL 2013)

FAR 52.232-39 -- UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013)

FAR 52.232-40 -- PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013)

FAR 52.244-2 -- SUBCONTRACTS. (OCT 2010)

FAR 52.244-6 -- SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2013)

252.201-7000 -- CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

252.204-7000 -- DISCLOSURE OF INFORMATION (AUG 2013)

252.204-7004 -- ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

252.204-7012 -- SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013)

252.216-7009 -- ALLOWABILITY OF LEGAL COSTS INCURRED IN CONNECTION

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WITH WHISTLEBLOWER PROCEEDING (SEP 2013)

252.227-7013 -- RIGHTS IN TECHNICAL DATA-NONCOMMERCIAL ITEMS (JUN 2013)

252.227-7014 -- RIGHTS IN NONCOMMERCIAL COMPUTER SOFTWARE AND
NONCOMMERCIAL COMPUTER SOFTWARE DOCUMENTATION (MAY 2013)

252.227-7015 -- RIGHTS IN TECHNICAL DATA-COMMERCIAL ITEMS (JUN 2013)

252.227-7025 -- LIMITATIONS ON THE USE OR DISCLOSURE OF
GOVERNMENTFURNISHED INFORMATION MARKED WITH RESTRICTIVE
LEGENDS (MAR 2011)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013)

CLAUSES INCORPORATED BY FULL TEXT

FAR 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision— “Administrative proceeding” means a non-judicial Process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables. “Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.

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(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Cost Plus Fixed Fee (CPFF) type Task order resulting from this solicitation.

FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) (NAVSEA VARIATION) (SEP 2009)

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

Note: The Government has the right within the time constraints stated below to fully exercise each of the below Option CLINs for the full level of effort stated in Section B or to partially exercise each of the below Option CLINs for less than the full level of effort stated in Section B and may exercise the Option for each CLIN multiple times until the entire level of effort for that CLIN is awarded.

<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
7001	No later than 12 months after the Task Order Award.
7100	No later than 24 months after the Task Order Award.
7101	No later than 24 months after the Task Order Award.
7200	No later than 36 months after the Task Order Award.

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7201 No later than 36 months after the Task Order Award.

9100 No later than 24 months after the Task Order Award.

9200 No later than 36 months after the Task Order Award.

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

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

52.219-14 Limitations on Subcontracting (Nov 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) Applicability. This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

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SECTION J LIST OF ATTACHMENTS

Attachment 1 - Contract Security Classification Specification, DD Form 254

Attachment 2 - PEO IWS 6.0 Organizational Chart

Attachment 3 PEO IWS Organizational Chart

Attachment 4 Previous Contracting Effort Narrative

Attachment 5 Recent and Relevant Past Performance Questionnaire

Attachment 6 Staffing Plan for Cost Volume

Attachment 7 Cost Summary Format

Attachment 8 DCAA Rate Check Form

Attachment 9 Staffing Plan Volume (No Cost Information)

Attachment 10 - PEO IWS 6.0 Industry Partners

Attachment 11 - Statement of Non-disclosure of Information

Exhibit A - Contract Data Requirements List

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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

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

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

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

CLAUSES INCORPORATED BY REFERENCE:

FAR 52.215-1 -- INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (JAN 2004)

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

FAR 52.215-22--LIMITATION ON PASS-THROUGH CHARGES-IDENTIFICATION OF SUBCONTRACT EFFORT (OCT 2009)

FAR 52.215-23—LIMITATIONS ON PASS-THROUGH CHARGES (OCT 2009)

FAR 52.237-1 -- SITE VISIT (APR 1984)

FAR 52.237-10--IDENTIFICATION OF UNCOMPENSATED OVERTIME (OCT 1997)

252.215-7008 ONLY ONE OFFER (OCT 2013)

252.237-7024 NOTIFICATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

252.239-7017 NOTICE OF SUPPLY CHAIN RISK (NOV 2013)

CLAUSES INCORPORATED IN FULL TEXT:

FAR 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE (SEP 1990)

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

FAR 52.233-2 SERVICE OF PROTEST (SEPT 2006)

(a) Protests, as defined in section 31.101 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 Ms. Mercedes Burrell, Building 197, 1333 Isaac Hull Avenue SE, Washington, D.C. 20376.

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

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of the provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR clauses & provisions: <http://farsite.hill.af.mil/VFFARA.HTM>

DFARS clauses & provisions: <http://farsite.hill.af.mil/VDFDARA.HTM>

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NAPS clauses & provisions: <http://farsite.hill.af.mil/VFNAPSa.htm>

<https://www.acquisition.gov/far>

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

(a) No award will be made to any Offeror which does not possess a facility security clearance issued by the Defense Security Service at the SECRET level. Naval Sea Systems Command will initiate appropriate security clearance action for any apparent successful Offeror which does not already possess such clearance. The Government is not obligated to delay award pending security clearance of any Offeror.

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

* The DD 254 is provided as Attachment 1 with this solicitation.

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

(a) Offerors are reminded that certain existing contractual arrangements may preclude, restrict or limit participation, in whole or in part, as either a subcontractor or as a prime contractor under this competitive procurement. Of primary concern are those contractual arrangements in which the Offeror provides support to PEO IWS 4.0 in support of operation of the office or any of its programs. General guidance may be found in FAR 9.505; however, this guidance is not all inclusive. The Offeror's attention is directed to the "Organizational Conflict of Interest" (or similar) requirement which may be contained in current or completed contract(s) which prohibits the prime or subcontractor from providing certain supplies or services to the Government as described above during the period of the current "support" contract(s) or for a period after completion of the "support" contract(s). Notwithstanding the existence or non-existence of an Organizational Conflict of Interest (OCI) clause or similar requirement in current or completed contract(s), the Offeror shall comply with FAR 9.5 and identify whether an OCI exists and not rely solely on the presence of an OCI requirement.

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

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

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

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

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

(a) Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work.

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

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

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

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

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

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

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

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

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

HQ-L-2-0010 SUBSTITUTION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (MAY 1998)

Your proposal shall identify where you are substituting your previously approved Single Process Initiative (SPI) processes for specified requirements. In addition, offerors should provide the information required by DFARS 252.211-7005, paragraph (c).

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

(a) NAVSEA may use a file room management support contractor, hereinafter referred to as "the support contractor", to manage its file room, in which all official contract files, including the official file supporting this procurement, are retained. These official files may contain information that is considered a trade secret, proprietary, business sensitive or otherwise protected pursuant to law or regulation, hereinafter referred to as "protected information". File room management services consist of any of the following: secretarial or clerical support; data entry; document

reproduction, scanning, imaging, or destruction; operation, management, or maintenance of paper-based or electronic mail rooms, file rooms, or libraries; and supervision in connection with functions listed herein.

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

(1) The support contractor not disclose any information;

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

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

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

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

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

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

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

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INSTRUCTIONS TO OFFEROR(S)

(a) Definitions. As used in this provision –

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

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

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

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

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

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

(1) Proposals and revisions of proposals shall be uploaded electronically in the SeaPort portal under the appropriate solicitation number and its latest amendment (if any), in accordance with the basic contract clause, H-5 TASK ORDER PROCESS, Section I, Electronic Processes. In the event that the SeaPort portal is not operational, experiences technical difficulties or an Offeror is temporarily unable to access or use the portal, the Offeror shall immediately notify the PCO in accordance with Instructions for Submission of Offers Section 2.2.

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

- (i) The solicitation number;
- (ii) The name, address, e-mail address, and telephone and facsimile numbers of the Offeror;
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) A statement that the proposal is valid through 270 calendar days from the date specified for receipt of proposals;
- (v) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the Offeror's behalf with the Government in

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connection with this solicitation;

(vi) DCAA office point of contact including branch location, contact name, telephone number and e-mail address;

(vii) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office;

(viii) Identify all enclosures being transmitted as part of its proposal; and

(ix) Identification of any exceptions the offeror takes to the terms and conditions of the solicitation.

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

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

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

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

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

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

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

(7) After the solicitation closing date and time, Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

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

(d) Offer expiration date. Proposals in response to this solicitation shall be valid for 270 calendar days.

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

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

"This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed in whole or in part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Offeror as a result of, or in connection with, the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]"; and

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

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

(f) Task Order award.

(1) The Government intends to award a Task Order that results from this solicitation to the responsible Offeror(s) whose proposal represents the Best Value to the Government in accordance with the Factors and Subfactors set forth in Section M of the solicitation.

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

(3) The Government reserves the right to waive informalities and minor irregularities in proposals received.

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

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

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

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(7) Exchanges with Offerors after receipt of a proposal do not constitute a rejection or Counter-offer by the Government.

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

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

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

ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

1.0 GENERAL

The purpose of this procurement is to obtain Engineering Support Services for PEO IWS 6.0. Each Offeror must (1) submit an offer, (2) electronically submit information that pertains to the evaluation factors, and (3) submit supporting cost/price data. The Government will evaluate each Offeror's understanding of the Government's requirements and ability to perform the work on the basis of its proposal. It is the Offeror's responsibility to provide information and evidence that clearly demonstrates its ability to respond satisfactorily to the solicitation requirements. The Government intends to award one task order as detailed in Section M.

Offerors may submit questions requesting clarification of solicitation requirements via SeaPort. The Government requests all questions be submitted by 4:30 PM EST within 10 business days from date of solicitation release. Questions received after the 10th business day might not be answered as time may not permit responses to questions received after that time.

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

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Due to the nature and scope of the work encompassed by this solicitation, the Government requires that there be no conflict which would preclude the prime contractor from performing any portion of the Statement of Work, regardless of whether it intends to subcontract that portion. Due to the nature of the work outlined in Section C, the Government anticipates that organizational conflicts of interest (OCIs), including impaired objectivity OCIs, will arise for Offerors that perform under other contracts within the cognizance of PEO IWS 6.0 as prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation. (See Attachment 10, PEO IWS 6.0 Industry Partners) The Government is most concerned about potential OCIs in the following scenarios:

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

Therefore, if any Offeror may have an OCI, or if any Offeror has taken any steps to eliminate an OCI and the Offeror believes that the conflict no longer exists, the Offeror must notify the Government and must submit an OCI mitigation plan with its proposal. Failure by an Offeror that has identified a potential OCI or an eliminated OCI to submit an OCI mitigation plan with its proposal shall be considered grounds for disqualification from award. The Government will not accept mitigation measures for impaired objectivity OCIs. For any OCI, the Government will not accept mitigation or elimination measures: (1) that create an additional burden on the government to implement; (2) that involve directed subcontractors or creating separate lines of reporting or any modification to the Government/prime contractor relationship; or (3) that are deemed in the sole discretion of the contracting officer to provide insufficient organizational independence between the prime contractor or a subcontractor under this contract and a prime contractor or subcontractor for hardware, software, system design, integration, or production of the systems that will be covered by this solicitation.

This is not an exhaustive list of measures that will be considered inadequate to protect the Government. It is an illustrative list provided in an effort to ensure that all Offerors understand the Government's expectations and intent to avoid OCIs. The Government reserves the right to determine whether or not any mitigation plan provided by an Offeror is sufficient to protect the Government. The Government also does not intend to accept any mitigation measures that involve additional oversight or commitment of resources by the Government, such as agency review of contractor deliverables, internal review of task assignments for OCI before issuance, or formalized monthly reviews of work performed and projected. All Offerors are directed to review

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and comply fully with the OCI clauses included in Sections C and L of this solicitation (ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA) (JUL 2000) and NOTIFICATION OF POTENTIAL ORGANIZATIONAL CONFLICT(S) OF INTEREST (NAVSEA) (JUN 1994) respectively).

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

2.1 General:

Award will be made under Solicitation No. N00024-14-R-3495 based on best value to the government. Proposals must be submitted in the SeaPort portal by the solicitation closing date and time specified on the cover page of this solicitation, block (9). Offerors must comply with the detailed instructions for the format and content of the proposal; proposals that do not comply with the detailed instructions for the format and content of the proposal may be considered non-responsive and may render the Offeror ineligible for award.

2.2 Electronic Submission:

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

2.3 Proposal Format:

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

- 8.5 x 11 inch paper
- Single-spaced typed lines
- No graphics or pictures (brochuremanship) other than graphs/tables/charts as may be required or necessary
- Tables/Graphs/Charts are allowed for the staffing plan
- 1 inch margins
- 12-point Times New Roman Font text
- No hyperlinks

In addition, the electronic proposal must comply with the following requirements:

- All files must be in Microsoft Office (Word, Excel, Power Point) and Adobe Acrobat

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- All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf
- All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension xls. All excel spreadsheets shall allow complete manipulation of Links and formulas.
- Instructions regarding use of certain electronic products (i.e., Microsoft Office, Excel, Adobe) listed herein shall not be construed as Government endorsement of specified products.
- Cost/Price Summary shall be submitted using Microsoft Office Excel in the Cost Summary Format provided as Attachment 7 to this solicitation. This is in addition to the Offeror loading their Section B pricing into the portal via the web form. Narratives related to cost/price summary data may be provided in MS Word.
- Any other attached documents requested herein shall be compatible with Microsoft Office format. Compression tools are limited to PKZip or WinZip. The font size for text contained in embedded graphics (tables and illustrations) shall be no smaller than 8 point Times New Roman font.

Offerors shall have all subcontractors submit proposal information in a uniform format consistent with the above instructions.

2.3.1 Page Numbering: The Offeror shall use a standard page numbering system to facilitate proposal references; number consecutive pages within sections. Charts, graphs and other insert materials shall be page-numbered as part of the page numbering system.

2.3.2 Page Limitations: Page limitations are identified for each volume/section of the proposal, as described in paragraph 3.1 below and will be treated as maximums. If exceeded, excess pages will not be read or considered in proposal evaluation. When both sides of a sheet display printed material, it shall be counted as two pages. Graphs, charts, and tables are included in the page count. The following are not included in the page limitations:

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

2.3.3 Cover Page, Table of Contents, and Proposal Cross-Reference Table: Each proposal

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

2.3.4 Glossary of Abbreviations and Acronyms: Each volume shall contain a glossary which includes all abbreviations, acronyms and their corresponding definitions. Glossaries will not count against page limitations.

2.3.5 Cost and Pricing Information: No cost or pricing information of any kind shall be included in any volume except Volume III, Cost/Price Proposal. Offerors must submit all cost/price-related documentation required for Volume III. Cost/price summary and back-up spreadsheets must be submitted in MS Excel format. Note: should there be any discrepancy between the pricing submitted in Section B and the cost/price-related backup/summary documentation, the Offeror's Section B pricing will take precedence.

2.3.6 File Naming Convention:

All files must be submitted in the following formats:

Cost_Company Name_Document Name_Vol# (or Attachment Number)

Example: Cost_NAVSEA_Cost Narrative_Vol IV

Example: Cost_NAVSEA_Cost Summary_Attachment 5

Technical_Company Name_Document Name_Vol#

Example. Technical_NAVSEA_Technical Capability_Vol I

Past Performance_Company Name_Document Name/Attachment #_Volume#

Example: Past Performance_NAVSEA_Previous Contracting Efforts_Volume III

3.0 PROPOSAL ORGANIZATION

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

3.1 Volume I – Technical Capability and Experience

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

- Technical Capabilities/Experience: 30-Page Limit
- Key Personnel: 2-Page Limit per resume, 4 total resumes
- Staffing Plan: No Page Limit

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- Labor Mix Discussion (if required): 8-Page Limit
- Labor Category Qualification: 10-Page limit
- Management Plan: 15-Page Limit

3.2 Volume II - Past Performance

- Recent and Relevant Past Performance Questionnaires (Attachment 5): Minimum of 3 Required for the Prime and a Minimum of 1 reference for any subcontractor that performs more than 10% of the total hours of contract effort.
- Previous Contracting Effort Narrative (Attachment 4): Minimum of 3 references (3-Page Limit each, not including the "Past Performance Data" table on the first page) for the Prime and a Minimum of 1 reference for any subcontractor that performs more than 10% of the total hours of contract effort.

3.3 Volume III - Supporting Cost Data

- Section B Pricing - provided via the webform in the portal
- Cost/Price Narrative: 20-Page Limit
- Cost/Price Supporting Data: No Page Limit (Cost Summary Format - Attachment 7)
- All Subcontractor cost/price supporting data must be submitted in the portal in MS Excel format provided as Attachment 7 (Cost Summary Format): No Page Limit
- DCAA Rate Check Form (Attachment 8)
- Supporting Cost Data (Cost Summary Format - Attachment 7)
- Staffing Plan for Cost Volume (Attachment 6)
- Payroll screen shots (no page limit)
- Section B: Fixed Fee table

3.4 Volume IV - Contract Information

- Cover/Forwarding Letter: 2-Page Limit
- Section H: Fill-ins for Level-of-Effort Clause: 2-Page Limit
- OCI Mitigation Plan, if applicable (No Page Limit)

4.0 PROPOSAL CONTENT

4.1 OFFER

The proposal submission to the Government of an offer shall indicate the Offeror's unconditional agreement to the terms and conditions in this solicitation. The offer consists of and must include the following:

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4.2 VOLUME I – TECHNICAL CAPABILITIES AND EXPERIENCE (Factor 1)

4.2.1 SECTION 1 (Subfactor A)- Technical Capabilities and Experience

The Offeror shall demonstrate specific knowledge, capability and relevant experience (Prime and Subcontractors) to perform the tasks in accordance with the Statement of Work. The Offeror shall describe specific capabilities and experience to demonstrate: the ability to support PEO IWS 6.0 Engineering Center of Excellence; understanding of the tasks including interdependencies/inter-relationships of the tasks; and future requirements as follows:

- a. General support for all Tasks, Product Lines for the Technical Director
- b. Systems Engineering support
- c. Hardware/Software Engineering support
- d. Management of Test and Evaluation (T&E) and Land Based Test Sites (LBTS)
- e. Advanced Concepts/Future Development/Interoperability
- f. Management support for Program Protection, Security and Information Assurance (IA)
- g. Risk Management and Configuration Management
- h. Support services for Fleet liaison

The contractor shall discuss rights for the products that it will provide the government under this contract.

4.2.2 SECTION 2 (Subfactor B) - Key Personnel

Key personnel are deemed essential to the performance of this effort and cannot be replaced without prior notice to the Government (see requirements H-7 of basic IDIQ Substitution of Team Members and NAVSEA HQ Clause 5252.237-9106 Substitution of Personnel). Under this effort, the following Offeror personnel are considered key:

General Support for all Tasks, Product Lines/Technical Director (Senior)

Desired: Minimum 15 years experience with DoD acquisition processes, in DoD/Navy program management, Industry or Government technical management, and Industry or Government business management.

Desired: Minimum of 10 years supervisory experience.

Desired: Bachelor degree (BS/BA) in a related technical field, or a minimum of 20 years of experience of in-depth specialized knowledge in the related field.

Desired: Minimum 5 years experience in communicating, interacting, and working with Senior Executive level personnel.

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Task Managers (Senior) for Each of the Three Task Areas below:

1) Systems Engineering

2) Hardware/Software Engineering

3) Program Protection, Security and Information Assurance (IA)

Desired: Minimum 10 years' experience with DoD System Engineering acquisition processes, in DoD/Navy program management, Industry or Government technical management, or Industry or Government business management.

Desired: Minimum of 5 years supervisory experience.

Desired: Bachelor degree (BS/BA) in a related technical field.

Desired: Minimum 5 years' experience in the appropriate task area (Systems Engineering; Hardware/Software Engineering; Program Protection, Security and Information Assurance (IA)).

Offerors shall provide resumes for all 4 key personnel who will be performing under this task order. These resumes should demonstrate the Offeror's and their proposed sub-contractors' capability to successfully meet the requirements of this task order. Each resume is limited to two (2) pages and shall provide the following:

- Name
- Educational background (to include college education achieved to include dates(s), degree(s) held, and the school, college or university from which accomplishments were attained)
- Related professional job experience (to include employer name/company, tenure dates, position title, responsibilities, experience with SOW tasks and degree of previous ACAT I, ACAT II and III program experience)
- Related training (to include title, dates, educator)
- Special experiences, qualifications and/or certifications (to include title, description, dates, and from where/whom attained)
- Citizenship
- Level of current security clearance

4.2.3 SECTION 3 (Subfactor C) – Staffing Plan

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4.2.3.1 Staffing Plan

Offerors shall provide a staffing plan, by task area, of all proposed labor category personnel supporting each of the task areas specified in the statement of work and the ability to hire and retain personnel. The Offeror shall provide their Staffing Plan as a separate document in Microsoft Excel in the format described by Attachment 9 (Staffing Plan Volume, No Cost Information), which consists of the following information set:

- a. Individual's Name
- b. Employer (employee's company name)
- c. Labor Category
- d. Experience Level
- e. Proposed Position
- f. Task Area
- g. Key Personnel
- h. Years of Related Professional Experience
- i. Labor Hours for the base year and each option year and award term
- j. Percent of time dedicated to contract
- k. Highest degree earned
- l. Degree Area
- m. Relevant Certificates Attained (If no degree)
- n. Security Clearance Level

In the event the Offeror has not identified a firm candidate for a proposed task area, include the word “pending” in lieu of an individual’s name. Offerors should attempt to minimize the number of proposed labor personnel for which candidates have not been identified. From an evaluation perspective, proposal risk in terms of technical capability and cost realism may increase when candidates have not been identified for proposed task area positions.

The Offeror shall propose their allocation of personnel labor hours to meet the recommended percentage allocations of senior, mid-level and junior personnel described in the table below. Surge labor shall be proposed using the same mix. The Offeror’s resulting labor category allocation shall include the 4 key personnel.

Requirement	Labor Mix Across Experience Levels		
	Senior*	Mid-Level	Junior
Percentage of Personnel as Compared to Offeror’s Total Number of Labor Resources	36%	64%	0%

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Professional Experience in their Specific Task Area	Key Personnel - Tasks, Product Lines/Technical Director: Minimum of 15 years Other Task Manager Key Personnel - Minimum of 10 years for Systems Engineering; Hardware/Software Engineering; Program Protection, Security and Information Assurance (IA)	Greater than four and less than 15 years of related technical experience	N/A
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*Key personnel shall be considered Senior.

Offerors are cautioned that any deviation from the labor Mix across experience levels identified in the above table may be evaluated negatively. In the event that the proposed labor mix or allocation of personnel resources differs from the above in any category, the Offeror shall provide the rationale used in selecting the proposed labor mix or allocation.

In addition, the Offeror shall propose its percentage allocation of hours of personnel resources against each task area as described in the table below:

Task Area	% Allocation of Hours to Overall Tasking (Prime)	% Allocation of Hours to Overall Tasking (Sub-contractor)
General Support for all Tasks, Product Lines/Technical Director		
Systems Engineering		
Hardware/Software Engineering		
Test and Evaluation (T&E) and Land Base Test Sites (LBTS)		
Advanced Concepts/Future Development and Interoperability		
Program Protection, Security and Information Assurance (IA)		
Risk Management and Configuration Management		

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Fleet Liaison		
Total	100%	100%

4.2.3.2 Labor Mix Discussion

The offeror shall discuss its rationale for the selected proposed labor mix allocation.

4.2.3.3 Labor Category Qualification

The Offeror shall submit a description for each of their company-unique personnel qualification identifiers. Each description shall be limited to half (½) a page in length and should be sufficient to provide the Offeror's and subcontractor's criteria used to determine each individual's eligibility and to show how they align with the Government-defined senior, and mid-level labor categories referenced in section 4.2.3.1 "Staffing Plan."

4.2.4 SECTION 4 (Subfactor D) - Management Plan

The Offeror shall submit a proposed Management Plan to describe how the offeror intends to efficiently manage and coordinate the task efforts of this contract, include planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback. The Management Plan shall include an organizational chart of the personnel performing the required tasks in accordance with the SOW. The Organizational Chart (with subcontractors, if any) shall include position titles and confirm the number of full time equivalents (FTEs) proposed for each task. The Management Plan shall describe the ability of the Offeror's organizational structure and office systems to ensure effectiveness and efficiency in : (1) interfacing with PEO IWS 6.0 and NAVSEA personnel; and (2) performing and coordinating work. The Management Plan shall describe the procedures in place for monitoring and controlling costs, and demonstrate that they are successful. If teaming or subcontracting is contemplated, Offerors must provide a full description of:

- the proposed subcontractors or team members;
- the portions of the task statement of work that will be subcontracted or the planned division of tasks within the team;
- discuss agreements/arrangements with its teammates and/or subcontractors and why such agreements will benefit the Government and aid the contractor in achieving the requirements and objectives of this effort and benefit the Government throughout the life of the contract;
- the extent (percentage) of subcontracting or the percentage division within the team;

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- the management structure for coordinating and controlling subcontractors and/or team members;
- subcontractor deliveries to the prime and payment tracking points of contact;
- the sole bearer of ultimate responsibility for performance;

The Management Plan shall address the Offeror's Transition Plan. The Transition Plan shall include a staffing plan for hiring personnel after contract award. The Transition Plan shall include a schedule for hiring ramp up and timeframe when staffing actions will be completed which shall be not later than four weeks after contract award. The plan shall include but is not limited to a start date, end date, and detailed Plan of Action & Milestones (POA&M) with measurable elements. The Transition Plan shall address proposed procedures and processes for the transfer and storage of all archived PEO IWS 6.0 programmatic documentation, including classified information up to the Secret level. The Transition Plan shall detail how the Offeror will coordinate communications with the previous incumbent contractor and PEO IWS 6.0 staff and how the Offeror will ensure uninterrupted workflow during the transition process.

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

In accordance with the basic SeaPort contract clause H.7 SUBSTITUTION OF TEAM MEMBERS AND SUBSTITUTION OF PERSONNEL, the Contractor may not add or delete any team member from the team without approval by the SeaPort Contracting Officer. Therefore, in accordance with the aforementioned clause, Offerors must submit "Team Member Addition Requests" to the SeaPort PCO for approval. These requests are submitted in the portal via the Quick Link "SeaPort-e Team Additions" on the SeaPort home page www.seaport.navy.mil. Proposed team members must be approved at the basic MAC level regardless of business size definition at the time of proposal submission. Offerors seeking to use new Team members should seek such approval as soon as possible and should allow a minimum of 2 to 3 business days for the request to be reviewed. When the team member request is approved by the basic MAC PCO, the portal automatically establishes a relationship between the prime and the team member so

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that the team member can upload their cost proposal in the portal. If the team member is not approved before the closing date of the solicitation, the team member will be unable to enter their cost proposal information in the portal. Therefore, Offerors should make every attempt to request approval of new Team Members well in advance of the solicitation closing date/time. The SeaPort Contracting Officer will make good faith efforts to process such requests for approval in the normal course of business in the order in which the requests are received. Selection of the successful Offeror for the task order and award of the task order will not be delayed pending approval of the new team member. Per clause H.7, the new team member(s) will not be permitted to perform the task order unless and until they are approved by the MAC Contracting Officer

4.3 VOLUME II - PAST PERFORMANCE (Factor 2)

4.3.1 SECTION 1- Recent and Relevant Past Performance Questionnaires

The Offeror shall provide at least three (3) Past Performance Questionnaires with their proposal (provided as Attachment 5). Offeror shall identify three (3) contract efforts performed within the last three Government fiscal years (1 October 2011 to present). Offerors shall submit at least one (1) Past Performance Questionnaire for each proposed subcontractor performing 10% of the total hours of contract effort, or more. The contracts identified should demonstrate in-depth knowledge and successful implementation of contracts, of similar scope and complexity to this solicitation. Similar scope and complexity means having performed most of the types of support tasks identified in the Statement of Work for this solicitation or having provided at least 20,000 man-hours per year under a support services contract. The identified contracts can be with Federal, commercial or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO), Contracting Officer's Technical Representative (COTR) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and email address for each POC.

In order to expedite the assessment process, the Offeror may complete the "Contract Information" portion of the Past Performance Questionnaire for the convenience of the customer POC. The Offeror shall not, however, complete any other section of the Past Performance Questionnaire. The questionnaire shall be provided to the customer POC with instructions to complete and submit it directly to the Contracting Officer on or before the proposal due date. Electronic submission by the customer is preferred; however, hardcopy mail or fax will be accepted.

The Offeror's past performance volume shall contain copies of the first page following the Instructions of the Customer's Questionnaire (2. Contract Information) and the transmittal letters.

The Government reserves the right to limit or expand the number of references it decides to contact and to contact other references than those provided by the Offeror. Large Business

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Concerns that submit a proposal in response to this solicitation shall also provide their Small Business Goals and actual accomplishment against said goals for the three past performance references provided. The Government reserves the right to consider any surveys received after the due date and to contact those offices that do not respond to the questionnaire.

4.3.2 SECTION 2- Previous Contracting Effort Narratives

For each of the Past Performance Questionnaires submitted, the Offeror shall provide a Previous Contracting Effort Narrative detailing the following information in Volume II:

- a. Description of how the scope for this past contract/task order relates to this effort in scope and complexity.
- b. Description of the significant achievements, challenges or obstacles that were encountered during contract performance and the measures taken to overcome them.
- c. Description of achievements for the most recent period for which performance measures have been applied to each contract. The performance measures should be specific and show the target performance levels that are set forth under the applicable contracts as well as the level of performance achieved. The Offeror shall describe the tools and/or methods used to collect metrics data and the frequency of data collection and reporting.

NOTE: The Government reserves the right to use contract performance data provided in the Offeror's proposal and additional contract performance data obtained from other sources, such as the Government's Past Performance Information Retrieval System (PPIRS) data base, personnel knowledge and from the points of contact identified by the Offeror in its proposal.

4.4 VOLUME III - SUPPORTING COST DATA (Factor 3)

4.4.1 SECTION 1

a. Offerors shall submit proposed pricing for Section B using the web form provided in the portal. Proposed Target Costs and Target Fees must be provided for each applicable Contract Line Item Number (CLIN) identified in this solicitation. The Offeror shall comply with instructions contained herein for submittal of the Cost/Price Proposal. Task Order award will be made at the proposed costs and fees of the successful Offeror using that Offeror's proposed Section B pricing.

b. Offerors are advised that the Government requirement for this effort is 20,680 man-hours per year. Surge Option Items are estimated at ten percent (10%) or 2,068 man-hours per year for surge efforts. Furthermore, the Government anticipates that all efforts will be performed at the contractor's site and Offerors should propose rates accordingly. Surge CLINs shall be proposed at 1,880 man-hours per year and bid with the same labor mix and composite rate as the basic

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effort.

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

4.4.2 SECTION 2- Cost/Price Data (Prime Offerors)

a. Offerors shall provide Supporting Cost/Price Data using the format provided as Attachment 7 (Cost Summary Format) with this solicitation. The cost/price data shall include all major cost elements (Direct Labor by category/rate/hours, Fringe rate and amounts, Overhead rate and amounts, G&A rate and amounts, Cost of Money factor/rate and amount, escalation, Subcontracts, etc.) and fees. Offers shall include the proposed level(s) of effort (man-hours) for each CLIN. Offerors shall clearly identify any proposed hours which are uncompensated effort and complete Section H fill-in within the level of effort clause. Supporting Cost/Price spreadsheets shall detail the breakdown of all costs by task and year, with complete formulas.

b. Offerors shall submit complete Section B pricing on the portal webform.

c. Offerors shall provide Cost/Price spreadsheets using the format provided as Attachment 7 (Cost Summary Format) that details the breakdown of costs by year, with complete formulas, of proposed costs/prices by contract year. Offerors shall provide a screen-capture (or equivalent) from the employer's payroll system for each name in the Offeror's Staffing Plan. If there is no payroll data available for one or more of the individuals proposed, Offerors shall provide payroll data for a comparable position and a brief analysis of how the proposed position is comparable to the position corresponding to the payroll data supplied. Any additional supporting documentation may be provided at the Offeror's discretion. Each screen-capture should match the historical rates listed for that individual on the Supporting Cost/Price spreadsheet (Attachment 7 – Cost Summary Format). The proposed rates provided in this attachment must be the exact rates used in the pricing Section B, proposed in the cost analysis narrative and provided in the Cost Summary Format (Attachment 7). If any individual's proposed rate is different than the actual incurred rate provided on Attachment 7 or in the screen capture, the Offeror shall explain the reason for the difference in the narrative.

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d. Offerors shall provide the Basis of Estimate (BOE) supporting the costs/prices provided in the Cost/Price Summary including a description of the assumptions and computations used to develop the proposed costs/prices.

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

f. Offerors shall propose Other Direct Costs (ODCs). The Government estimates unburdened ODCs (including travel costs) for this Task Order to be \$25,000 for the Base Year, \$25,000 for Option Year 1, \$25,000 for Option Year 2. This estimate must be included in Section B of the offer for the ODC CLINs. Other/additional ODC (including burdens) amounts proposed by an Offeror shall be included in said CLINs and explained in the narrative rationale provided by the Offeror.

g. Offerors shall address Subcontracted Costs. Each subcontractor estimate shall be addressed separately, and detailed cost information shall be provided in the same format (Attachment 7 – Cost Summary Format, Attachment 8 – DCAA Rate Check Form, and payroll screen shots) as required for the prime contractor. The detailed information may be submitted separately to the Government if the subcontractor does not wish to provide this data to be provided to the prime Offeror. Subcontractors may submit their information directly to the Government via the SeaPort portal. For cost/price summary data provided separately, Subcontractors shall place the appropriate restrictive legend on their data and identify the Company name, address, point of contact and solicitation number. **SUBCONTRACTORS ARE REQUIRED TO PROVIDE CONTACT INFORMATION FOR THEIR COGNIZANT DCAA BRANCH OFFICE WITH THE NAME AND PHONE NUMBER OF A DCAA POINT OF CONTACT WHO IS FAMILIAR WITH THEIR COMPANY.**

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SECTION M EVALUATION FACTORS FOR AWARD

HQ M-2-0006 EVALUATION OF PREVIOUSLY APPROVED SINGLE PROCESS INITIATIVE (NAVSEA) (NOV 1996)

Previously approved Single Process Initiative (SPI) processes will be evaluated under the source selection criteria of the RFP. If the successful offeror has previously approved SPI processes in the proposal, those SPI processes will be incorporated into the contract upon award.

(End of Provision)

HQ M-2-0009 LANGUAGE REGARDING CONTRACT AWARD

Attention is directed to Federal Acquisition Regulation (FAR) 52.215-1 which provides that the contract will be awarded to that responsible offeror whose proposal represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

"Factors" and "subfactors" shall include all of those evaluation factors and subfactors which are described in this Section M.

(End of Provision)

A Task Order will be awarded to that responsible Offeror whose proposal represents the Best Value after evaluation in accordance with the factors described herein. "Factors" and "Subfactors" shall include all of these evaluation factors and subfactors which are described in this Section M.

This Task Order is reserved for only those contractors, which have Zone 2 - {National Capital Zone} identified in section B of their MAC contract. Proposals from other contractors will not be considered.

This solicitation is restricted to Small Business for the total direct labor cost, at the first tier, as described herein. Offers from Small Business concerns must demonstrate that no single subcontractor will perform more than the Small Business Prime.

General:

1. It is the intention of the Navy to award one cost-plus-incentive fee/fixed fee level-of-effort Task Order, with one base year, two option years and two award terms for a total of five years to provide Engineering Support Services to PEO IWS 6.0 Engineering COE.
2. Attention is directed to contract clause H-5, TASK ORDER PROCESS (paragraph C, Competitive Ordering Process), which provided that the award will be made to that Offeror whose proposal is the most advantageous to the Government under the selection criteria set forth in this Section M.

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

1.0 BASIS FOR AWARD

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

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

(2) The proposal must meet all solicitation requirements.

b. The Government anticipates a single Task Order award resulting from this solicitation. However, the Government reserves the right to award more than one or no task order, depending on the quality of the proposals received and the availability of funds. The Government also reserves the right to make an award without discussions.

c. The award decision will be determined based on the Government's evaluation of each Offeror's complete proposal against the evaluation factors and subfactors identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors and subfactors described herein. Best value means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement (FAR 2.101). In making this decision, the Government is more concerned with obtaining offers demonstrating superior technical merit based on the non-cost factors at a reasonable cost or price than with making an award to the Offeror with the lowest proposed cost/price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.

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

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

2.0 Evaluation Factors and Subfactors:

2.1 Application of Factors and Subfactors

a. General. The Government will apply evaluation factors and subfactors to identify the best value proposal. The evaluation factors and subfactors represent key areas of importance to be considered in the source selection decision. The factors, subfactors, and associated elements have been chosen to support meaningful discrimination between and among competing proposals. As demonstrated in their proposals, prospective Offerors shall be evaluated in terms of their ability to meet or exceed the program's requirements stated in the Statement of Work (SOW). Proposals shall be evaluated in accordance with the factors and subfactors described in paragraph 2.2 below.

b. **Relative Importance.** The following table indicates all significant factors and significant subfactors that will be considered in awarding the Task Order. The relative importance of the evaluation factors and subfactors contained in the RFP reflects the overall requirements of this acquisition as outlined in the SOW.

Factors	Subfactors
1. Technical Capability and Experience	A. Technical Capabilities and Experience
	B. Key Personnel
	C. Staffing Plan
	D. Management Plan
2. Past Performance	None
3. Total Evaluated Cost	None

The evaluation factors are divided into two categories, "Technical Capability and Experience/Past Performance" and "Total Evaluated Cost (TEC)." The "Technical Capability and Experience/Past Performance" evaluation will consider the areas identified in Factors 1 and 2 above. Within the

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“Technical Capability and Experience” factor, subfactors (A) through (D) are listed in descending order of importance. Under the “Technical Capability/Past Performance” evaluation factors, Technical Capability is more important than Past Performance. “Technical Capability and Experience/Past Performance” is significantly more important than the Total Evaluated Cost; however, as competing proposals approach Technical Capability/Past Performance equality, the total evaluated cost will increase in importance.

c. **Adjectival Ratings.** The Government will perform an evaluation of the Technical Capability and Past Performance evaluation factors and subfactors based on the Offeror’s proposal. This evaluation focuses on strengths and weaknesses of the Offeror’s proposal, resulting in the assignment of an adjectival rating for each factor and subfactor. Cost/Price will not be assigned an adjectival rating.

Note: The following adjectival ratings/definitions shall be used for the Technical Capability and Experience evaluation factors and subfactors:

Outstanding: An outstanding proposal is characterized as follows:

Proposal meets requirements and indicates an exceptional approach and understanding of the requirements. Strengths far outweigh any weaknesses. Risk of unsuccessful contract performance is very low.

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

Proposal meets the requirements and indicates a thorough approach and understanding of the requirements. Proposal contains strengths which outweigh any weaknesses. Risk of unsuccessful contract performance is low.

Acceptable: An acceptable proposal is characterized as follows:

Proposal meets the requirements and indicates an adequate approach and understanding of the requirements. Strengths and weaknesses are offsetting or will have little or no impact on contract performance. Risk of unsuccessful contract performance is low.

Marginal: A marginal proposal is characterized as follows:

Proposal does not clearly meet the requirements and has not demonstrated an adequate approach and understanding of the requirements. The proposal has one or more major weaknesses that are not offset by strengths. Risk of unsuccessful contract performance is high.

Unacceptable: An unacceptable proposal is characterized as follows:

Proposal does not meet the requirements and contains one or more deficiencies. The proposal is

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unawardable.

Weakness is defined as a flaw in the proposal that increases the risk of unsuccessful contract performance. A “significant weakness” in the proposal is a flaw that appreciably increases the risk of unsuccessful performance.

Significant Weakness in the proposal is a flaw that appreciably increases the risk of unsuccessful contract performance.

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

Risk, is the potential for unsuccessful contract performance. The consideration of risk assesses the degree to which an Offeror’s proposed approach to achieving the technical factor or subfactor may involve risk of disruption of schedule, increased cost or degradation of performance, the need for increased Government oversight, and the likelihood of unsuccessful contract performance. (For firm-fixed-price contracts, the reference to increased cost may be removed from the risk definition.)

Strength is an aspect of an Offeror’s proposal that has merit or exceeds specified performance or capability requirements in a way that will be advantageous to the Government during contract performance.

The following adjectival ratings/definitions shall be used for the Past Performance evaluation factors:

There are two aspects to the past performance evaluation. The first is to evaluate the Offeror’s past performance to determine how relevant a recent effort accomplished by the Offeror is to the effort to be acquired through the source selection.

With respect to relevancy, more relevant past performance will typically be a stronger predictor of future success and have more influence on the past performance confidence assessment than past performance of lesser relevance.

Past Performance Relevancy Ratings	
Rating	Definition
Relevant	Present/past performance effort involved much of the magnitude of effort and complexities this solicitation requires.
Not Relevant	Present/past performance effort involved little or none of the scope and magnitude of effort

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and complexities this solicitation requires.

The second aspect of the past performance evaluation is to determine how well the contractor performed on the contracts.

Performance Confidence Assessment. In conducting a performance confidence assessment, each Offeror shall be assigned one of the ratings below:

Performance Confidence Assessments	
Rating	Description
Substantial Confidence	Based on the Offeror's recent/relevant performance record, the Government has a high expectation that the Offeror will successfully perform the required effort.
Satisfactory Confidence	Based on the Offeror's recent/relevant performance record, the Government has a reasonable expectation that the Offeror will successfully perform the required effort.
Limited Confidence	Based on the Offeror's recent/relevant performance record, the Government has a low expectation that the Offeror will successfully perform the required effort.
No Confidence	Based on the Offeror's recent/relevant performance record, the Government has no expectation that the Offeror will be able to successfully perform the required effort.
Unknown Confidence (Neutral)	No recent/relevant performance record is available or the Offeror's performance record is so sparse that no meaningful confidence assessment rating can be reasonably assigned.

Performance Confidence Assessment is an evaluation of the likelihood (or Government's confidence) that the Offeror will successfully perform the solicitation's requirements; the evaluation is based upon past performance information.

Recency, as it pertains to past performance information, is a measure of the time that has elapsed since the past performance reference occurred. Recency is generally expressed as a time period during which past performance references are considered relevant.

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Relevancy, as it pertains to past performance information, is a measure of the extent of similarity between the service/support effort, complexity, dollar value, contract type, and subcontract/teaming or other comparable attributes of past performance examples and the source solicitation requirements; and a measure of the likelihood that the past performance is an indicator of future performance.

2.2 Description of Evaluation Factors and Subfactors

Factor 1: Technical Capability and Experience

Subfactor A) Technical Capability and Experience

The Government will evaluate:

- The degree to which the proposal demonstrates specific knowledge, capability and relevant experience to perform the tasks outlined in the Statement of Work sub-task structure.
- The degree to which the proposal demonstrates the Offeror's understanding of the interdependencies/inter-relationships of the programs.
- The degree to which the proposal demonstrates the Offeror's ability to support PEO IWS 6.0; and the Offeror's ability to hire and retain personnel capable of meeting current as well as future requirements
- The degree to which the proposal demonstrates unlimited rights in technical data.

Subfactor B) Key Personnel

The Government will evaluate:

- The degree to which the resumes demonstrate the Offeror's knowledge and ability to successfully meet requirements of the SOW and related competencies.
- The level of experience performing each of the SOW task area.
- The degree of previous ACAT I, ACAT II and III program experience.
- The degree of personnel relevant education and training.

Subfactor C) Staffing Plan

The Government will evaluate:

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- The degree to which the Staffing Plan clearly maps to the technical approach and demonstrates that the proposed personnel have the capability to perform the proposed approach.
- The degree to which the qualifications associated with the proposed labor categories demonstrate the ability to successfully meet the requirements of the SOW.
- The degree to which the proposed overall allocation of personnel labor resources demonstrate the Offeror's ability to meet the requirements of the SOW.

Subfactor D) Management Plan

The Government will evaluate:

- The degree to which the Management Plan describes how the Offeror intends to manage and coordinate the task efforts of this contract, including planning, assigning responsibility, controlling personnel, controlling utilization of resources, tracking deliveries, and periodically monitoring performance and obtaining feedback.
- The degree to which the Management Plan's proposed organizational structure and office systems ensure effectiveness in: (1) interfacing with PEO IWS 6.0 and NAVSEA personnel; and (2) Performing and coordinating work.
- The degree to which the Management Plan describes the proposed subcontractors or team members, the planned division on tasks within the team, why the teaming agreements will benefit the Government and aid the contractor in achieving the requirements and objectives of this effort, the management structure for coordinating and controlling subcontractors and/or team members, subcontractor deliveries to the prime and payment tracking, points of contact and the sole bearer of ultimate responsibility for performance.
- The degree to which the Management Plan describes the procedures in place for monitoring and controlling costs and demonstrating that the procedures are successful.
- The degree to which the Management Plan addresses the Offeror's Transition Plan.
- The degree to which the Management Plan describes effective procedures and processes for the transfer and storage of all archived PEO IWS 6.0 programmatic documentation.
- The degree to which the Management Plan delineates adequate measures to coordinate communications with the incumbent contractor and PEO staff as well as ensure uninterrupted workflow during the transition process.

Factor 2: Past Performance

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Past performance is a measure of the degree to which the Offeror satisfied its customers in previous relevant contracts and complied with Federal, State, and local laws and regulations. The Government will evaluate Past Performance Questionnaires and Previous Contract Effort Narratives, and may contact some of each Offeror's customers to ask whether or not they believe: (1) that the Offeror is capable, efficient and effective; (2) that the Offeror's performance conformed to the terms and conditions of its contract; (3) that the Offeror was reasonable and cooperative during performance; (4) that the Offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different Contractor. The Government may consider past performance information obtained from sources other than those identified by the Offeror, including Federal, State, and local government agencies, Better Business Bureaus, published media and electronic databases. The lack of recent and relevant past performance information will result in the assignment of a neutral rating (i.e. neither favorable nor unfavorable) for this factor.

Factor 3: Total Evaluated Cost

The evaluation will be based on an analysis of the cost realism and completeness of the cost data, the traceability of the cost to the Offeror's capability data and the proposed allocation of man-hours and labor mix. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, etc., as necessary and appropriate, will be used to arrive at the Government determination of the most probable cost to be incurred in the performance of this contract. If proposed costs are considered to be unrealistic, including unrealistic labor and indirect rates, the Offeror's proposed costs will be adjusted upward in accordance with FAR 52.216-10 to reflect more realistic costs. Based on such analysis, an evaluated cost for the Offeror will be calculated to reflect the Government's estimate of the Offeror's most probable costs. Total evaluated cost to the Government is an Offeror's evaluated cost (including proposed fee) for the base year and the evaluated cost for all option years. This evaluated cost will be used in making an award recommendation. Therefore, any inconsistency, whether real or apparent, between promised performance and cost should be explained in the supporting cost data volume. The burden of proof for cost 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 evaluated cost for the base periods to the evaluated cost for the option and surge periods. Evaluation of the options will not oblige the Government to exercise the option years or surge option. The Government will review the proposed costs and fee for the option year and surge options for balance and reasonableness in comparison with the proposed cost and fees for the base year.