

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-09-R-3101		2. AMENDMENT NO.		3. EFFECTIVE DATE 04/03/2009		4. PURCHASE REQUEST NO. N00024-09-NR-55115	
5. ISSUED BY CODE				6. ADMINISTERED BY CODE			
Naval Sea Systems Command (NAVSEA) BUILDING 197, ROOM 5w-27301333 ISAAC HULL AVENUE SE WASHINGTON NAVY YARD DC 20376-2040 karla.harris@navy.mil 202-781-2884							
7. CONTRACTOR CODE				FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME 04/17/2009 1000 <small>(hours local time – Block 5 issuing office)</small>	
						SET ASIDE TYPE Reserved for 8(a) SB	
						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:			22. TOTAL
				CONTRACTING/ORDERING OFFICER			
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	

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 2 of 2	FINAL
--------------------------------------	---------------	----------------	-------

GENERAL INFORMATION

Offerors are solicited in Zone 2 - National Capitol

Currently, this effort is being provided by Citizant.

The estimated award date for proposal purposes is 20 May 2009.

Questions to this solicitation must be submitted in the portal no later than 10 April 2009.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 1 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
5000	DARS IT Support (TBD)	1.0 Lot		
5100	DARS IT Support SEE NOTE A (TBD) Option	1.0 Lot		
5200	DARS IT Support SEE NOTE A (TBD) Option	1.0 Lot		
5300	DARS IT Support SEE NOTE A (TBD) Option	1.0 Lot		
5400	DARS IT Support SEE NOTE A (TBD) Option	1.0 Lot		

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Material and Travel in support of CLIN 5000 (TBD)	1.0 Lot	
6100	Material and Travel in Support of CLIN 5100 (TBD) Option	1.0 Lot	
6200	Material and Travel in support of CLIN 5200 (TBD) Option	1.0 Lot	
6300	Material and Travel in support of CLIN 5300 (TBD) Option	1.0 Lot	
6400	Material and Travel in support of CLIN 5400 (TBD) Option	1.0 Lot	

NOTE A - Items noted as options are those items to which the option clause in SECTION I-2 applies and which is to be supplied only if and to the extent said option is exercised.

CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED PRICE) (FEB 1997)

This entire delivery order is Firm Fixed Price.

EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

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

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

TRAVEL COSTS (NAVSEA) (MAY 1993)

(a) The Contractor shall not charge, and the Government shall not pay, as an allowable cost under this contract, any manhour costs (whether straight-time or overtime) for Contractor personnel or subcontractor personnel traveling to or from worksites, including travel to worksites other than the Contractor's facility for performance of contract work.

(b) Workers being paid under this contract, as prime contractor personnel or subcontractor personnel, will complete a full shift at the worksite, and no compensation will be paid for travel time before or after the shift.

(c) This requirement pertains only to payments for travel time before or after these workers' regular shifts, and does not apply to legitimate travel costs incurred during normal working hours, provided that those costs are otherwise reasonable, allocable and allowable. This requirement does not apply to manufacturer's representatives or Original Equipment Manufacturer (OEM) representatives when specifically required by the Government work specifications.

(d) Additionally, the Contractor shall not charge, and the Government shall not pay, any transportation costs under this contract associated with transporting Contractor or subcontractor personnel between the Contractor's facility (or subcontractor's facility), and any other worksite to perform Phased Maintenance Availabilities (PMAs)/Drydocking Phased Maintenance Availabilities (DPMAs). Transportation costs include, but are not limited to, bus fare, car fare, train fare, or boat fare, paid by the work force, or paid by the Contractor on behalf of the work force.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 2 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 3 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

DARS IT SUPPORT

1.0 INTRODUCTION

The DARS office is one of six directorates in the Office of the Director of Defense Procurement and Acquisition Policy (DPAP), Under Secretary of Defense for Acquisition, Technology and Logistics. The DARS office is responsible for leading DoD's role in developing and publishing policies and regulations in the Federal Acquisition Regulation (FAR) and DoD FAR Supplement (DFARS). The Deputy Director of DARS serves as the Chair of the interdepartmental Defense Acquisition Regulation (DAR) Council. As a regulatory body of the DoD and the Federal Government, the DARS office follows all Federal regulatory processes and procedures as defined in law and by Executive Order. Contractor performance will be non-personal services for DPAP/DARS and DPAP offices. The primary office of performance will be DPAP/DARS.

The DARS office is staffed with 7 case managers and 1 editor/publisher that execute and oversee the process for DoD. Proposed changes to the FAR and DFARS are identified and managed as "cases." On average, case managers are working a total of 100 to 150 open cases with each case manager responsible for 20 to 30 cases each. The DARS process involves analyzing proposed regulatory change requirements, researching regulatory and legislative history, coordinating proposed changes through the DAR Council and associated committees and teams, developing formal rules, coordinating with other Federal Agencies and the Office of Federal Procurement Policy, publishing changes in the Federal Register, analyzing public comments, coordinating final rules, and publishing final regulatory changes to include publicly available status reports. It also includes coordinating meetings, presenting issues to senior DoD officials, maintaining automated status reports, identifying training requirements and developing public announcements. Case managers must make full use of automated tools and the World Wide Web to carry out these processes.

2.0 DESCRIPTION OF SERVICES

2.1 Scope of Work. This contractor will provide 4,160 man-hours to the Defense Acquisition Regulations Office to facilitate the Department of Defense's (DoD's) execution of the Federal Acquisition Regulation (FAR) and DoD FAR Supplement (DFARS) rulemaking processes. The contractor will assist DARS with the implementation, integration, and technical advice for future enhancements for the DARS Management Information System (DARMIS); provide retrieval, and troubleshooting of information from a prior Management Information System; as well as other Business Modernization initiatives in all areas of the DARS office.

2.2 Specific Tasks to be performed. The contractor will perform the following tasks, listed by area of responsibility, in support of the DPAP and DARS offices, including:

- Provide assistance in project planning and management, functional and technical requirements identification, technology testing, and implementation support for DARS technical projects, including:
 - Provide technical analysis, recommended software improvements, and support in drafting reports based on information loaded into DARMIS, an ASP.NET web application that utilizes Oracle as the backend database. (e.g. weekly activity and summary status reports).

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 4 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

- Provide technical analysis and support, as required, to a back-up FoxPro Management Information System, Lotus Notes databases, and Access databases.
- Vendor will provide phone/desk-side support for DARMIS to include recording tracking calls, and software bugs.
- **DARMIS Capabilities Required:** Provide the following additional capabilities:
 - **Database Clean-up:**
 - Migrate data from various sources to DARMIS
 - Magnitude of effort covers over 15K actions dating back to 1948
 - **Collaboration**
 - Document sharing
 - Ability to make scalable for limited use by other agencies
 - Role management – allow external actors viewing, printing reports, etc
 - **Reports**
 - Improve ad hoc reporting capability
 - Automate current manual reporting process
 - **Screen Improvements**
 - Widen viewing grids
 - User friendly (rearrange functions to put in a more logical place)
 - **Publications**
 - Ability to automatically push mirror copies of documents out to external sources
 - Direct/automatic publication to the web of the DFARS and the DFARS companion resources, Procedures, Guidance, and Information (PGI)
 - Publication in HTML, MS Word, and Adobe PDF format
 - **Records Management**
 - Maintenance of the DFARS and PGI at the sub-part level
 - Integration of DARS current card index system to retain the information tracking and change history

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 5 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

data for the current FAR and DFARS

- . On-line FOIA “reading room” for redacted documents of published rules/closed cases
- o **Document Management**
- . Tracking documents within the business process
- . Stringent configuration control for changes to documents with clear identification of the most current version of the document
- . Ability to create redacted copy of documents
- . **DARMIS Code Fixes/Capabilities Developed:** Provide support for development work to support minor enhancements and code fixes which includes:
 - o Development of requirements analysis, software design specification, testing, and coordination of production implementation with OUSD(AT&L) ITM.
 - o Documentation to include a Configuration Management Plan, System Requirements Document, System Design Document (high-level and detail), Test Plan/Procedures and results, updated user documentation, any training required for users, source code, and any third party applications integrated with DARMIS. Documents are due according to Government approved Project Plan.
 - o Surge Support should ensure DARMIS passes IA reviews and remains accredited via the Department of Defense Information Assurance Certification and Accreditation Process Instruction.
- **DPAP and DPAP/DARS Administrative Operational Support including:**
 - o Assist in the coordination of activities between DPAP front office and the DARS office including;
 - Scanning and quality assurance of digital media
- . As Web Content Manager, responsibilities include but are not limited to:
 - o Updating the DPAP, and DARS websites
 - o Distribution of the DFARS Newsletter upon publication of DFARS and Procedures, Guidance, and Information (PGI) changes
 - o Ensuring there are no broken DFARS/PGI links
 - o Uploading case status reports to the DPAP website

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 6 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

- Maintaining/uploading the DARS organizational directory
- Keeping the DARS homepage current
- Web redesign when identified as necessary
- Monitoring and distributing web questions to case managers for responses
- Producing and distributing case management reports to case managers
- Preparing ad hoc reports as needed
- Portal account administration
- Gathering public comments and uploading to the Federal Docket Management System, and providing a summary of all comments to the appropriate case manager
- Tracking FAR/DFARS/PGI publications, and making updates to cases as they apply
- Keeping all printers, desktops, laptops, projectors functioning properly
- Maintaining an inventory of all ADPE
- Monitoring the DFARS mailbox, forwarding questions to the Deputy Director for assignment, and tracking each question to ensure a response is provided in a timely manner
- Preparing each report to be used at quarterly FAR Council meetings
- Working with Defense Acquisition University to coordinate and prepare material for periodic video shoots

As part of the DARS office team, assist as needed when front desk support is absent by:

- Managing incoming telephone communications and routing calls to the appropriate individual, taking, messages, relaying information
- Assist visitors and direct them as necessary

3.0 DELIVERABLES

- **Monthly Status Review and Reporting:** The Contractor shall provide a written monthly status report to the Contracting Officer Representative (COR). Representatives of DARS and the Contractor shall meet at a time designated by the COR on a monthly basis after receipt of the progress report to review performance, to inspect work for compliance with the PWS, and to accept or reject work products. Reviews shall normally be held at the place of task performance.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 7 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

. **Monthly Status Report:** The Contractor shall submit monthly status reports to the COR no later than the 10th workday of every month. Reports shall be discussed during the monthly status reporting meeting. The Monthly Progress Report shall include, but is not limited to:

- Contract number, Order number and Project number
- Brief task description
- A narrative review of work accomplished during the reporting period and/or significant events
- Deliverable process
- Problem areas – Include development work for minor enhancements/code fixes
- Anticipated activity for the next reporting period
- (Description of any travel or) unique services provided

. **Weekly Process Reviews:** The Contractor shall meet with the COR via telephone weekly to discuss the progress made and any new issues that could potentially impact the delivery schedule.

3.1 Table 1.0 List of Deliverables

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 8 of 45	FINAL
--------------------------------------	---------------	-----------------	-------

ITEM	RECIPIENT	DELIVERY DATE
Monthly Status Report	COR – original CO – copy	NLT * 10 working days after the end of each month
Organizational Conflict of Interest Plan	CO – original COR – copy	NLT * 10 working days prior to contract award

*Not Later Than (NLT)

3.2 Table 2.0 Deliverables for DARMIS Code Fixes

ITEM	RECIPIENT	DELIVERY DATE
Configuration Management Plan	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
System Requirements Document	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
System Design Document (high-level and detail),	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
Test Plan/Procedures and results	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
Updated user documentation	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
Any training required for users	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
Source code	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date
Any third party applications integrated with DARMIS	COR – original CO – copy OUSD(AT&L) ITM	Per agreed project plan date

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 10 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 11 of 45	FINAL
--------------------------------------	---------------	------------------	-------

4.0 SECURITY REQUIREMENTS:

DoD 5200.2-R, "Personnel Security Program" requires DoD military and civilian personnel, as well as DoD consultant and contractor personnel, who perform work on sensitive automated information systems, to be assigned to duties that are designated at one of two sensitivity levels (ADP-I or ADP-II). These designations equate to Critical-Sensitive (Level II), or No critical-Sensitive (Level I).

OUSD(AT&L) has determined that all contractors serving on this task shall require an ADP-I designation. An ADP-II designation requires technical review by someone of higher authority with an ADP-I designation.

OUSD(AT&L) requires a DD Form 254 to be completed and provided to the Security office. The Security office will ensure the contractor is aware of procedures for safeguarding classified, or sensitive information.

In addition, all personnel who require access to the AT&L network for any reason must be capable of being cleared to the SECRET level or have an active SECRET clearance

5.0 PLACE OF PERFORMANCE:

The primary office of performance will be DPAP/DARS. Contractor work will typically be performed at the Government's facilities at Crystal Square #4, Suite 200A 241 18th Street, Arlington, VA 22202 and in the Washington, DC metropolitan area.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 12 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the IDIQ contract.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 13 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance for All Items will be in accordance with Section E fo the SEAPORT Multiple Award IDIQ contract, and supplemented by the following performance criteria, as assessed by the Task Order Manager.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 14 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

For proposal purposes, the estimated date of Task Order award is May 20, 2009. The Government reserves the right to award sooner or later if necessary. The start and end dates will be updated accordingly upon Task Order Award.

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 firm items are from date of task order award through 12 months thereafter, estimated at:

5000	5/20/2009 - 5/19/2010
6000	5/20/2009 - 5/19/2010

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

5100	5/20/2010 - 5/19/2011
5200	5/20/2011 - 5/19/2012
5300	5/20/2012 - 5/19/2013
5400	5/20/2013 - 5/19/2014
6100	5/20/2010 - 5/19/2011
6200	5/20/2011 - 5/19/2012
6300	5/20/2012 - 5/19/2013
6400	5/20/2013 - 5/19/2014

CLAUSES INCORPORATED BY REFERENCE

52.242-15 Stop-Work Order AUG 1989

52.242-15 Alt I Stop-Work Order (Aug 1989) - Alternate I APR 1984

52.247-34 F.O.B. Destination NOV 1991

CLAUSES INCORPORATED IN FULL TEXT

CONTRACTOR NOTICE REGARDING LATE DELIVERY

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 15 of 45	FINAL
--------------------------------------	---------------	------------------	-------

In the event the contractor anticipates or encounters difficulty in complying with the contract delivery schedule or date, he/she shall immediately notify, in writing, the Task Order Contracting Officer and the cognizant Contract Administration Services Office, if assigned. The notice shall give the pertinent details; however such notice shall not be construed as a waiver by the Government of any contract delivery schedule, or of any rights or remedies provided by law or under this contract.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 16 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

CONTRACTOR CENTRAL REGISTRATION (CCR) - The contractor must be registered with the Contractor Central Registration (CCR) in order to be eligible for award. The Contractor must maintain registration throughout the period of performance. PAYMENT will not be made to the contractor if the Contractor's registration lapses.

INVOICE INSTRUCTIONS (NAVSEA) (JAN 2008)

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

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

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

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

Type of Document (*contracting officer check all that apply*)

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

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 17 of 45	FINAL
--------------------------------------	---------------	------------------	-------

	Receiving Report (FFP, DD250 Only)
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DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*)

Issue DODAAC	
Admin DODAAC	*Block 6 of TO cover
Pay Office DODAAC	*Block 12 of TO cover
Inspector DODAAC	
Service Acceptor DODAAC	
Service Approver DODAAC	
Ship To DODAAC	See Section F
DCAA Auditor DODAAC	
LPO DODAAC	
Inspection Location	See Section E
Acceptance Location	See Section E

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

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

Send Additional Email Notification To:
*julian.thrash@osd.mil

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

(g) The WAWF system has not yet been implemented on some Navy programs; therefore, upon written concurrence from the cognizant Procuring Contracting Officer, the Contractor is authorized to use DFAS’s WInS for electronic end to end invoicing until the functionality of WInS has been incorporated into WAWF.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 18 of 45	FINAL
--------------------------------------	---------------	------------------	-------

(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NAVSEA WAWF point of contact Margaret Morgan at (202) 781-4815 or margaret.morgan@navy.mil.

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

OMBUDSMAN (NAVSEA AND OVERARCHING)

Naval Sea Systems Command
Attn: Captain Andrew Morgan, SEA 021
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2910
e-mail: andrew.s.morgan@navy.mil

PROCURING CONTRACTING OFFICER (PCO)

Naval Sea Systems Command
Attn: Sharon Rustemier, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2325
e-mail: sharon.rustemier@navy.mil

PURCHASE OFFICE REPRESENTATIVE (POR)

Naval Sea Systems Command
Attn: Karla Harris, SEA 0265
1333 Isaac Hull Avenue, SE
Washington Navy Yard, DC 20376
Telephone: 202-781-2884
e-mail: karla.harris@navy.mil

TASK ORDER MANAGER (TOM)

Office of Secretary of Defense
DPAP/DARS
Attn: Julian Thrash
Crystal Square #4, Suite 200A
241 18th Street
Arlington, VA 22022
Telephone: 703-602-0310
e-mail: julian.thrash@osd.mil

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 19 of 45	FINAL
--------------------------------------	---------------	------------------	-------

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

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 20 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION H SPECIAL CONTRACT REQUIREMENTS

ORGANIZATIONAL CONFLICT OF INTEREST (NAVSEA)(JUL 2000)

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

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

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

(d) (1) The Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information provided to the Contractor by the Government during or as a result of performance of this contract. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g., where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

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

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

(e) The Contractor further agrees that, during the performance of this contract and for a period of three years after completion of performance of this contract, the Contractor, any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 21 of 45	FINAL
--------------------------------------	---------------	------------------	-------

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 recompitation for those systems, components or services furnished pursuant to this contract. As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this contract, from a source other than the contractor, subcontractor, affiliate, or assign of either, during the course of performance of this contract or before the three year period following completion of this contract has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

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

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

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

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

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

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

(l) The Contractor shall include this requirement in subcontracts of any tier which involve

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 22 of 45	FINAL
--------------------------------------	---------------	------------------	-------

access to information or situations/conditions covered by the preceding paragraphs, substituting "subcontractor" for "contractor" where appropriate.

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

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

NAVSEA 5252.237-9106 SUBSTITUTION OF PERSONNEL (SEP 1990)

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

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

NOTICE 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.

52.219-18 NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS (JUN 2003)

(a) Offers are solicited only from small business concerns expressly certified by the Small Business Administration (SBA) for participation in the SBA's 8(a) Program and which meet the following criteria at the time of submission of offer--

(1) The Offeror is in conformance with the 8(a) support limitation set forth in its approved business plan; and

(2) The Offeror is in conformance with the Business Activity Targets set forth in its approved business plan or any remedial action directed by the SBA.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 23 of 45	FINAL
--------------------------------------	---------------	------------------	-------

(b) By submission of its offer, the Offeror represents that it meets all of the criteria set forth in paragraph (a) of this clause.

(c) Any award resulting from this solicitation will be made to the Small Business Administration, which will subcontract performance to the successful 8(a) offeror selected through the evaluation criteria set forth in this solicitation.

(d) (1) Agreement. A small business concern submitting an offer in its own name agrees to furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This subparagraph does not apply in connection with construction or service contracts.

(2) The will notify the Naval Sea Systems Command Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(End of clause)

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 24 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION I CONTRACT CLAUSES

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

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

	<u>ITEM(S)</u>	<u>LATEST OPTION EXERCISE DATE</u>
	5100	5/19/2010
	5200	5/19/2011
	5300	5/19/2012
	5400	5/19/2013
	6100	5/19/2010
	6200	5/19/2011
	6300	5/19/2012
	6400	5/19/2013

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

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

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 25 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION J LIST OF ATTACHMENTS

Attachment 1 - Non-Disclosure Agreement

Attachment 2 - Past Performance Questionnaire

Attachment 3 - Previous Contracting Efforts

Attachment 4 - Draft DD 254 Contract Security Classification

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 26 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

The requirement for Annual Representation and Certifications at 52.204-4 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>

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 27 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

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

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

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fixed Price(FFP) contract which includes one (1) one-year base period, and four (4) one-year Option periods, for a maximum of five (5) years total length.

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

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 28 of 45	FINAL
--------------------------------------	---------------	------------------	-------

compliance with the above may be rejected.

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 DPAP and DPAP/DARS, 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.

(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.

INSTRUCTIONS TO OFFERORS

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 29 of 45	FINAL
--------------------------------------	---------------	------------------	-------

(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 as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, 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 solicitations. If this solicitation is amended all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

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

(1) Proposals and revisions of proposals shall be uploaded electronically in the SeaPort system under the appropriate solicitation number, in accordance with the Section H clause, H-5 TASK ORDER PROCESS, Section F, Electronic Processes. In the event that the SeaPort system is not operational, experiences technical difficulties, or a contractor is temporarily unable to access or use the system, the Contractor shall immediately notify the PCO in accordance with H-5, Section F (3) iv.

(2) The first page of the proposal must show the following:

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

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

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

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

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 30 of 45	FINAL
--------------------------------------	---------------	------------------	-------

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) 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 will be valid for 120 calendar days.

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

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

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

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 31 of 45	FINAL
--------------------------------------	---------------	------------------	-------

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

(4) The Government intends to evaluate proposals and award Task Orders 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 TASK ORDER PROCESS clause 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.

(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. The Government intends to issue a single Task Order as a result of this solicitation.

(7) The Government reserves the right to award without discussions.

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

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

(10) A cost realism analysis will be performed. Performance or schedule risk may be considered in the cost realism analysis.

(11) Task Order award shall be made in accordance with clause H-7 TASK ORDER PROCESS, Section F, paragraph (4).

1.0 ADDITIONAL INSTRUCTIONS AND CONDITIONS AND NOTICES TO OFFERORS

1.1 GENERAL

The purpose of this procurement is to obtain a variety of support services for the DPAP and DPAP/DARS offices in accordance with the Statement of Work (SOW) in Section C of this solicitation. Each Offeror must (1) submit an offer, (2) submit electronically, information that pertains to its capability, and (3) submit supporting cost 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 satisfactorily respond to the solicitation requirements.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 32 of 45	FINAL
--------------------------------------	---------------	------------------	-------

1.2 Offerors may submit questions requesting clarification of the solicitation requirements via electronic mail (e-mail) to Ms Karla Harris at the following address: karla.harris@navy.mil. It is requested that all questions be received by 4:30 PM EST 10 April 2009 as time may not permit responses to questions received after this date. For proposal purposes, the estimated date for Award of this contract is 20 May 2009.

2.0 INSTRUCTIONS FOR PREPARATION/SUBMISSION OF OFFERS

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

2.1 General: 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 list of key personnel
- 1 inch margins
- 12-point Times New Roman Font text
- No hyperlinks
- Microsoft Office (Word, Excel, Powerpoint) or Adobe
- All filenames shall include the Offeror's company name and title/subject of file content; all files shall be named with the file extension .doc, .xls, .ppt, or .pdf
- All supporting Cost Data shall be provided in Microsoft Excel software, with all files named with the file extension xls.

-- Instructions regarding use of certain electronic products (i.e., Microsoft Office, Excel,

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 33 of 45	FINAL
--------------------------------------	---------------	------------------	-------

Adobe) listed herein shall not be construed as Government endorsement of specified products.

--Volume III Price Summary shall be submitted using Microsoft Office 2003 Excel. This is in addition to the Offeror loading their Section B pricing into the portal via the web form. Narratives related to price summary data may be provided in MS Word.

--Any other attached documents requested herein shall be compatible with Microsoft Office 2003 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.

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

2.3.3 Cover Page, Table of Contents, Proposal Cross-Reference Table: Each proposal volume must include a Cover Page and a Table of Contents. The Cover Page shall identify the solicitation number, proposal volume and title, and the Offeror's name. Volume I shall include a Master Table of Contents and a Proposal Cross-Reference Table. It shall state proposal validity through 1 August 2009. 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 Pricing Information: No pricing information of any kind shall be included in any volume except Volume III, Price Proposal. Offerors must upload proposed pricing via Section B in the portal. Offerors must submit all price-related documentation required for Volume III. 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 price-related back-up/summary documentation, the Offeror's Section B pricing will take precedence. All costs shall be rounded to the nearest whole dollar.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 34 of 45	FINAL
--------------------------------------	---------------	------------------	-------

3.0 PROPOSAL ORGANIZATION

3.1 Volume I - Management Plan, Technical Capabilities, and Experience

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

- Technical Capabilities/Experience: 15-Page Limit
- Resumes of Key Personnel: No Limit on number of resumes submitted (2-page limit per resume)
- Staffing Plan: 2-Page Limit
- Management Plan: 10-Page Limit

3.2 Volume II - Past Performance

- Past Performance Questionnaires (Attachment 2): Minimum of 3 Required (No Page Limit)
- Previous Contracting Efforts (Attachment 3): Minimum of 3 references (3-Page Limit each)

3.3 Volume III - Price

- Section B Pricing - completed in the portal using the web form (No Page Limit)

3.4 Volume IV - Contract Information

- Cover/Forwarding Letter: 2-Page Limit
- List of Key Personnel: No Page Limit

4.0 PROPOSAL CONTENT

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

4.2 VOLUME 1 - Management Approach, Technical Capabilities, and Experience

4.2.1 SECTION 1

4.2.1.1 Management Approach

Offerors shall submit a proposed Management Approach to demonstrate a comprehensive understanding of all functional area requirements of the Statement of Work and shall provide a teaming plan, work breakdown structure and workload distribution as it relates to the Offeror's team. The proposed Management Plan shall include the following information.

- a. Effective Teaming Management Plan (includes Subcontractor efforts)
- b. Proposed distribution of workload
- c. Problem Notification/Resolution and recommendations for improved efficiencies

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 35 of 45	FINAL
--------------------------------------	---------------	------------------	-------

- d. Cost control process
- e. Delivery acceptance and Payment Tracking System

4.2.1.2 Technical Capabilities, and Experience

The Offeror shall demonstrate specific capabilities and relevant experience (Contractor and Subcontractor) to perform the tasks in accordance with the sub-task structure within the Statement of Work. The Offeror shall demonstrate their ability to hire and retain personnel capable of meeting current requirements, as well as future requirements as described in the SOW. The Offeror shall also provide a description of the facilities and any special equipment required to perform the tasks. Major logistical considerations shall be addressed.

a. Knowledge Requirements:

- Demonstrate knowledge and experience with specific capabilities and relevant experience to perform the tasks in accordance with the sub-task structure within the Statement of Work in Section C.
- Demonstrate capability in the following functional support areas: Project planning and management; Expertise with ASP.NET web applications using Oracle as the backend database; Technical analysis and support for FoxPro back-up Management Information System, Lotus Notes databases, and Access databases, Implementing additional capabilities to ASP.NET web application, Process for providing code fixes, if required, Web Content Manager expertise.

b. Experience Requirements:

- Demonstrate experience in recommending innovative solutions to business and technical issues facing the Government that assisted them in the achievement of program performance.
- Demonstrate ability to maintain schedule and quality of deliverables with minimal Government oversight or rework of deliverables.
- Demonstrate experience of continuous and effective integration and interaction with Contractor and Government internal and external organizations and activities.

c. Facilities and Equipment Requirements:

- Describe contractor facilities and any special equipment which will be used, or made available to the Government, in performance of assigned tasks.

4.2.2 SECTION 2

4.2.1 KEY PERSONNEL RESUMES/LIST

The Offeror shall provide a detailed resume for each individual identified as Key Personnel that best demonstrates the Contractor's ability to successfully meet the requirements of this task order. Each resume is limited to two (2) pages and shall provide the following:

- Name, years of experience, training, unique or special qualifications, current level of security clearance, positions held and tenure;
- Degrees held and/or pertinent education. Include dates(s), degree(s), and identify the college or university from which the degree(s) were received; and
- Work history as it relates to the anticipated SOW task(s) to be assigned to the individual.

Offerors shall also include a list of key personnel within a matrix/spreadsheet and the

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 36 of 45	FINAL
--------------------------------------	---------------	------------------	-------

proposed labor category for each Key Personnel. The list of Key Personnel will be incorporated into the resultant Task Order for the successful Offeror. In the event that a Contractor has not identified a firm candidate for proposed key personnel positions, said positions shall be addressed by:

- a. Including the word, "Pending" in lieu of an individual's name.
- b. Identifying the applicable Labor Category
- c. Incorporating an estimated Labor Category Rate
- d. Identifying the number of hours that said position will contribute to the effort.

The following information must be included in List of Key Personnel:

- a. Individual's Name
- b. Labor Category
- c. Task Area that individual will be supporting
- d. Company by which the individual is employed
- e. Numbers of labor-hours that the individual is being proposed by Task
- f. Years of Professional Experience
- g. Highest Degree Attained
- h. Degree Area
- i. Security Clearance if applicable

4.2.3 SECTION 3

4.2.3.1 Staffing Plan

Offerors shall propose a cost effective, integrated approach to supporting the key positions and their requirements. Provide a Staffing Plan which shall include within a matrix/spreadsheet/table, all proposed labor category personnel to support the functional areas specified in the Statement of Work of this solicitation. The format of the Staffing Plan shall consist of the following:

- a. Individual's Name.
- b. Labor category.
- c. Task Area that individual will be supporting.
- d. Company that individual is employed by.
- e. Numbers of labor-hours that individual is being proposed by Task
- f. Years of professional experience.
- g. Highest degree attained.
- h. Degree Area.
- i. Security Clearance if applicable

4.3 VOLUME II - PAST PERFORMANCE

4.3.1 SECTION 1

4.3.1.1 Recent and Relevant Performance

Offerors shall provide three (3) recent and relevant contract efforts with their proposal using the format provided as Attachment 3 (Previous Contracting Efforts) with this solicitation. Offeror shall identify three (3) contract efforts performed within the last three

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 37 of 45	FINAL
--------------------------------------	---------------	------------------	-------

Government fiscal years (1 October 2006 – present). 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 efforts identified in the Statement of Work for this solicitation. Recent and Relevant for subcontractors means demonstrated past performance within the last three Government fiscal years (1 October 2006 – present) in the functional area(s) for which they are proposed. The identified contracts can be with Federal, commercial or other customers. For each contract, the Offeror shall identify at least one of the following customer Points of Contact (POCs): Program Manager (PM), Procuring Contracting Officer (PCO) or Contracting Officer's Representative (COR). The Offeror shall provide the current address, phone number, FAX number, and email address for each POC.

For each of the contract efforts identified in Attachment 3, the Offeror shall also provide the following narrative 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.
- d. Description of contracts with similar scope and complexity.

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

4.3.2 SECTION 2

4.3.2.1 Customer Assessments

Offerors shall submit the Past Performance Questionnaire provided as Attachment 2 with this solicitation to each of their customer POCs identified in Attachment 3. 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 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.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 38 of 45	FINAL
--------------------------------------	---------------	------------------	-------

4.4 VOLUME III

4.4.1 SECTION 1

4.4.1.1 Price (Section B)

Section B pricing must be completed in its entirety. Travel and Other Direct Cost prices must be included in Section B of the offer in the appropriate CLINs. They are not separately priced but included in the price of the CLIN that they will be incurred for.

Subcontracted costs - Each subcontractor shall be addressed separately, and detailed price information shall be provided in the same format as required for the prime contractor. The detailed information may be provided separately to the Government if the subcontractor does not wish to provide this data to the prime contractor. Subcontractors may submit their information directly to the Government via Auction Services. Price data provided separately by a subcontractor must be received by the time and date specified for receipt of proposals.

4.5 VOLUME IV

4.5.1 Contract Information

4.5.1.1 Cover Letter

Offerors shall provide a cover letter with the following information:

- Solicitation number;
- The name, address, electronic-mail address, and telephone and facsimile numbers of the Offeror;
- A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- A statement that the proposal is valid through 1 August 2009 from the date specified for receipt of proposals;
- Names, titles, telephone and facsimile numbers, e-mail addresses of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation;
- Name, title, telephone and facsimile number, and e-mail address of the person to be contacted regarding scheduling the Offeror's oral presentation;
- DCAA office point of contact including branch location, contact name, telephone number and e-mail address;
- Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office; and
- Identify all enclosures being transmitted as part of its proposal.

4.6 Organizational Conflict of Interest Mitigation Plan.

Offerors should include any and all conflicts with other vendors related to this solicitation, N00024-09-R-3101. If it is believed that conflicts of interest are either real or perceived, a mitigation plan shall be developed and submitted as part of the offeror's proposal

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 39 of 45	FINAL
--------------------------------------	---------------	------------------	-------

submission.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 40 of 45	FINAL
--------------------------------------	---------------	------------------	-------

SECTION M EVALUATION FACTORS FOR AWARD

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" shall include all of those evaluation factors which are described in this SECTION M.

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

This solicitation is reserved or set aside for 8(A) Small Business Concerns. As a small business set-aside it is required that the small business prime performs at least 50% of the proposed effort.

GENERAL:

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

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 mandatory solicitation requirements.

b. The Government anticipates a single Task Order award resulting from this solicitation. Award will be made to the Offeror whose proposal provides the best overall value to the Government considering the factors identified below. 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 identified below. Award will be made to the Offeror whose proposal demonstrates the best overall value to the Government based on the factors 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 price. Accordingly, the Government may be willing to pay a reasonable premium for a contract offering superior technical merit.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 41 of 45	FINAL
--------------------------------------	---------------	------------------	-------

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. Best value analysis will not be performed for any Offerors who are unacceptable or unsatisfactory in any factor and award will not be made to any offeror who is unacceptable or unsatisfactory in any factor.

2.0 EVALUATION FACTORS

2.1 APPLICATION OF FACTORS

a. **General.** The Government will apply evaluation factors to identify the best value proposal. The evaluation factors represent key areas of importance to be considered in the source selection decision. The factors 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).

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

Factors	Subfactors
Factor 1: Management Approach	[None]
Factor 2: Technical Capabilities/Experience	[None]
Factor 3: Past Performance	[None]
Factor 4: Price	[None]

The Technical Capabilities/Experience (Factor 2) is slightly more important than Management Approach (Factor 1), and the Management Approach (Factor 1) is significantly more important than Past Performance (Factor 3). The Management Approach (Factor 1) and Technical Capabilities/Experience (Factor 2) and Past Performance (Factor 3), when combined, are significantly more important than Price (Factor 4). However, as competing proposals approach equality in Management/Technical/Past Performance factors, Price will become more important.

c. **Adjectival Ratings.** The Government will perform an evaluation of Management/Technical and Past Performance evaluation factors 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. Price will not be assigned an adjectival rating.

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

Outstanding: An outstanding proposal is characterized as follows:

- The proposed approach indicates an exceptionally thorough and comprehensive understanding

of the program goals, resources, schedules, and other aspects essential to performance of the program.

- In terms of the specific factor or subfactor, the proposal contains major strengths, superior technical merit, or innovations that should substantially benefit the program.
- There are no weaknesses, deficiencies, or omissions.

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

- The proposed approach indicates a thorough understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- The proposal has major strengths and/or minor strengths which indicate the proposed approach will benefit the program.
- There are no deficiencies. Weaknesses, if any, are minor and are more than offset by strengths.

Satisfactory: A satisfactory proposal is characterized as follows:

- The proposed approach indicates an adequate understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- There are few, if any, strengths that benefit the program.
- There are no deficiencies. Weaknesses are generally offset by strengths.

Marginal: A marginal proposal is characterized as follows:

- The proposed approach indicates a superficial or vague understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- There are no deficiencies. The proposal has significant or major weaknesses that are not offset by strengths.

Unsatisfactory: An unsatisfactory proposal is characterized as follows:

- The proposed approach indicates a lack of understanding of the program goals and the methods, resources, schedules and other aspects essential to performance of the program.
- Numerous significant or major weaknesses, deficiencies, and/or omissions exist.

Neutral - This rating pertains to Past Performance only. The offeror lacks a record of relevant or available past performance history. There is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

d. **Risk Assessment.** The Government will perform an overall risk assessment of each Offeror's proposal. Proposal risk assessment focuses on the risks and weaknesses associated with the Offeror's proposed approach. The following definitions shall be used for Management/Technical and Past Performance risk assessments:

Risk	Description
High	Offeror's proposed approach or past performance history is likely to cause significant disruption of schedule, increase in cost, or degradation of performance and will require a high level of contractor emphasis and Government monitoring to overcome difficulties.
Moderate	Offeror's proposed approach or past performance history is likely to cause a moderate disruption of schedule, increase in cost, or degradation of performance and will require a moderate level of contractor emphasis and Government monitoring to overcome difficulties.

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 43 of 45	FINAL
--------------------------------------	---------------	------------------	-------

Low

Offeror's proposed approach or past performance history is likely to cause minimal or no disruption of schedule, increase in cost, or degradation of performance and will require a low level of contractor emphasis and Government monitoring to overcome difficulties.

2.2 DESCRIPTION OF EVALUATION FACTORS

2.2.1 FACTOR 1 – MANAGEMENT APPROACH

The Government will evaluate the extent to which the Offeror's proposed management approach enables it to successfully implement its solution and meet the functionality and performance requirements stated in the Statement of Work (SOW).

The Management Approach will be evaluated as follows:

Management Approach. The Government will evaluate the effectiveness, efficiency, accuracy, and responsiveness of the Offeror's management approach, including, but not limited to the:

- Offeror's corporate commitment, corporate policies and procedures to manage and perform on this Task Order.
- Organizational structure and plans including teaming agreements, management plan including subcontractors, staffing plan, and key positions.
- Offeror's team composition with a focus on evaluating the combined strength of the team to leverage commercial best practices in providing innovative and effective program management solutions.
- Degree to which the management structure and approach foster an open Government-contractor relationship that leverages shared performance goals/objectives and enhances confidence, credibility, and trust.
- Partnering approach to incentivize subcontractor performance.
- Offeror's cost management/containment processes to be implemented in the execution of the contract.
- Offeror's interfaces with the Navy and other Government organizations.

2.2.2 FACTOR 2 – TECHNICAL CAPABILITIES/EXPERIENCE

The Government will evaluate the extent that the Offeror's proposed technical capabilities and experience solution meet the functionality and performance requirements stated in the SOW. Specifically, the Technical Capabilities and Experience Factor will be evaluated as follows:

(i) **Knowledge Requirements:**

- Offeror demonstrated knowledge and experience with specific capabilities and relevant experience to per the task in accordance with the sub-task structure within the Statement of Work in Section C.
- Offeror demonstrated an in-depth knowledge and understanding of the requirements for DPAP/DARS Information Technical (IT) Support .

(ii) **Experience Requirements:**

- Offeror demonstrated experience in recommending innovative solutions to business and technical issues facing the Government that assisted them in the achievement of program performance.
- Demonstrated ability to maintain schedule and quality of deliverables with minimal Government

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 44 of 45	FINAL
--------------------------------------	---------------	------------------	-------

oversight or rework of deliverables.

-- Demonstrated experience of continuous and effective integration and interaction with Contractor and Government internal and external organizations and activities.

2.2.2 FACTOR 3 – PAST PERFORMANCE

The Past Performance Factor is evaluated in two stages. First, each of the Offeror's and subcontractor's Recent and Relevant Performance (as defined in Section L) contract entries, submitted in Volume II, will be assessed. Once a past performance submission has been reviewed and determination made that the past performance is recent and relevant, then, the Customer Assessments related to that submission will be evaluated.

Stage 1: Recent and Relevant Performance

The Past Performance evaluation will focus upon the degree to which the Offeror's and subcontractor's past and present performance with support services adds to the Government's confidence in their ability to successfully deliver results to meet performance and customer satisfaction standards. The Government will assess the Offeror's capability to meet the requirements of the Statement of Work by evaluating their past performance, as either a prime contractor or subcontractor, for the same or similar support services' requirements. Past performance as a prime contractor is more relevant and significant than past performance as a subcontractor.

Only recent and relevant past performance data will be evaluated. "Recent performance" includes that which is of similar scope and complexity within the last three Government fiscal years (1 October 2006 – present). "Relevant performance" includes contractual efforts to provide same or similar support services. Similar scope and complexity means having performed most of the types of support efforts identified in the Statement of Work for this solicitation. Recent and Relevant for subcontractors means demonstrated past performance within the last three Government fiscal years (1 October 2006 – present) in the functional area(s) for which they are proposed. Emphasis will be placed on the application and use of performance metrics and quality control plans, which demonstrate program objectives and/or customer expectations were met or exceeded.

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.

Stage 2: Customer Assessments

Once an Offeror's and subcontractor's past performance submission has been identified as recent and relevant, the Customer Assessments associated with that submission will be reviewed. Past Performance Questionnaires completed and submitted by Points of Contact (POCs) will be used as the basis for this assessment.

When assessing past performance, the Government will focus on aspects of the Offeror's record of performance that are relevant to this solicitation, including:

- Quality of the Product or Service. The Government evaluates the Offeror and subcontractor(s) on compliance with previous/ongoing contract requirements, specifications, accuracy of reports, and standards of good workmanship (e.g., commonly accepted technical, professional, environmental, or safety and health standards).

SOLICITATION NO. N00024-09-R-3101	AMENDMENT NO.	PAGE 45 of 45	FINAL
--------------------------------------	---------------	------------------	-------

· Schedule Performance. The Government evaluates the Offeror and subcontractor(s) on timeliness concerning meeting milestones, reliability, meeting technical instruction deadlines, deliverables completed on-time, and adherence to contract schedules including contract administration.

· Business Relations. The Government evaluates the Offeror and subcontractor(s) on the ability to provide effective management of all activity needed to execute the contract, specifically to meet timely award and management of subcontracts; cooperative, reasonable and proactive behavior with the technical representative(s) and Contracting Officer; flexibility; responsiveness to inquiries; quality of problem identification and problem resolution; corrective action plans; and customer satisfaction.

· Cost Control. The Government evaluates the Offeror and subcontractor(s) on the ability to perform within or below budget, use of cost efficiencies, relationship of negotiated costs to actuals, submission of reasonably priced change proposals, and ability to provide current, accurate, and complete billing information. The Government will assess the Contractor's effectiveness in forecasting, managing, and controlling contract cost, including reporting and analyzing variances.

· Management of Key Personnel . The Government will assess the Contractor's and subcontractor's performance in selecting, retaining, supporting, and replacing--when necessary—key personnel.

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 the PPIRS or other electronic databases.

2.2.3 FACTOR 4 – PRICE

Evaluated Price to the Government is an offeror's price for the base year and all option periods. Offerors are cautioned that to the extent proposed prices 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.