

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				I. CONTRACT ID CODE	PAGE OF PAGES	
				S	1	6
2. AMENDMENT/MODIFICATION NO. 0002		3. EFFECTIVE DATE 16-Jan-2013	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY COMMANDER, SPACE AND NAVAL WARFARE SYSTEMS COMMAND 02 CONTRACTS 4301 PACIFIC HIGHWAY SAN DIEGO CA 92110-3127		CODE N00039	7. ADMINISTERED BY (If other than item 6) See Item 6		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)				X	9A. AMENDMENT OF SOLICITATION NO. N00039-13-R-0001	
				X	9B. DATED (SEE ITEM 11) 03-Dec-2012	
					10A. MOD. OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS						
<input checked="" type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input checked="" type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.						
12. ACCOUNTING AND APPROPRIATION DATA (If required)						
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.						
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).						
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
D. OTHER (Specify type of modification and authority)						
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.						
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) See attached pages						
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.						
15A. NAME AND TITLE OF SIGNER (Type or print)			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)			
			TEL: <i>Frederick D. Benz</i> EMAIL: <i>Frederick D. Benz</i>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED	16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
(Signature of person authorized to sign)			BY <i>Frederick D. Benz</i>		16-Jan-2013	
			(Signature of Contracting Officer)			

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

The purpose of this amendment is as follows:

1. Update Section H, OCI clause.
2. Update Section J to provide Attachment 7-Revision 1, dated 16 January 2013.
3. Provide answers to contractor questions received.

PROPOSAL DUE DATE REMAINS 29 JANUARY 2013, 2:00 PM PST

Question 1: Contractor herein respectfully requests an extension of the due date for submittal of the subject proposal for an additional thirty (30) days, from 15 January 2013 to 14 February 2013.

Answer 1: The Government will not extend the proposal due date for an additional 30 days. However, the Government will extend the due date by 14 days, from 15 January 2013 to 29 January 2013. The date change has been incorporated into the RFP in solicitation amendment 0001.

Question 2: Under 5252.222-9200 WORK WEEK (a), it speaks to all or portion of work being done at NUWC, Newport, RI. Will contractor be required to establish office or have personnel permanently on site at this govt. facility?

Answer 2: Solicitation provision L-317, section 3.2(b)(1) identifies a small number of estimated hours to be performed at the Government site (NUWC). The contractor will not be required to establish an office nor have personnel permanently on site. However, the contractor will have to support efforts performed at NUWC as tasked in each individual Technical Direction Letter (TDL).

Question 3: Is the contractor responsible for maintaining Exterior Communication System (ECS) Operating Environment (EOE) software? Will EOE source code be provided upon contract award?

Answer 3: The contractor will be responsible for maintaining EOE software. Any developed software will be provided upon contract award. The procedures to build the EOE are located in the LA, VA, and SSGN CLASS CONFIGURATIONS, Software Version Description (SVD) and Software Product Specification (SPS) posted on the NESI site.

Question 4: Is the contractor responsible for maintaining ECS On-line Help software? If so, will ECS On-Line Help source code be provided upon contract award?

Answer 4: The contractor will be responsible for maintaining ECS On-line Help software and it will be provided upon contract award.

Question 5: In Section 3.2(b)(2), Other Direct Cost NTE Table, is it the customers intent that all material fall under these NTE amounts? The Contractors intent is to include computer related direct material costs as fee bearing.

Answer 5: It is the Government's intent that all material required to perform contract requirements fall under the NTE amounts listed in the table and that all ODC costs be non-fee bearing. To ensure submission of a responsive proposal, offerors shall follow the submittal instructions in Section L, clause L-317 Submission of Proposals with regard to ODC amounts.

Question 6: Clause 5252.231-9200 states that "all travel under this contract must be specifically requested in writing prior to incurring any travel costs." The Contractor will require a substantial amount of local travel to support this program, will each trip require authorization per Clause 5252.231-9200, or will the Customer allow for blanket approval of local travel, reducing administrative costs to both parties?

Answer 6: Individual TDLs will include a negotiated amount of travel in support of the effort as applicable. A blanket approval of local travel may be coordinated with the Contracting Officer's Representative (COR) to reduce administrative efforts.

Question 7: Since there are existing contracts in place which provide satisfactory Cost and Schedule reporting data to SPAWAR PMW770, would SPAWAR consider a proposal based on those Cost and Schedule reporting requirements other than EVMS?

Answer 7: No. SPAWAR will not consider reporting requirements other than EVMS.

Question 8: RFP Section L, 3.2 Cost Volume, Pg 81 The RFP states: "The labor mix provided above is for bidding purposes only to establish the estimated cost for each year of contract performance. The labor mix realized during contract performance may vary from the mix set forth above." The RFP also defines the skill requirements for the labor categories to be bid. Will labor categories other than as defined on pages 82-83 of the solicitation be allowed to be bid where appropriate for the work as directed under the Technical direction Letters?

Answer 8: The labor mix provided in the RFP is for bidding purposes only to establish the estimated cost for each year of contract performance. The Government will allow the successful offeror to propose labor categories other than those specified in the RFP if those categories are necessary to meet the requirements of an individual Technical Direction Letter.

Question 9: CDRL A002, Block 16, Format 6 (Integrated Master Schedule- IMS) Tailoring Instructions states that: "SRAs shall be performed and submitted as follows: • An SRA shall be submitted as part of/in conjunction with the contractor's IMP/IMS Technical Volume proposal response." Section L does not include instructions for submitting an IMP/IMS as part of the Technical Volume, nor can a meaningful IMP/IMS be created without task definition in a TDL. Contractor recommends: Remove the first bullet following "SRAs shall be performed and submitted as follows:"

Answer 9: Section L does not require submission of IMP/IMS as part of the Technical Volume. The SRA and IMP/IMS referenced in CDRL A002 may be required to be submitted in support of a contractor's proposal for an individual TDL.

Question 10: Section L-2.1.2 states: "Type size shall be Times New Roman and no smaller than 12 point in the text, 10 point in spreadsheets, and 6 point on drawings, figures, and tables." Section L-349 states: "The type used shall be no smaller than Times New Roman, 8-point. Tables, drawings and graphics may be single spaced, with type no smaller than Times New Roman, 8-point." There is apparent conflict between these two sections. Contractor recommends: Modify Section L 2.1.2 to match Section L-349

Answer 10: Solicitation amendment 0001 clarifies the font size requirement by modifying Section L-349 to establish that the required fonts sizes be those identified in Section L-2.1.2.

Question 11: What specific CSRR C&M efforts are envisioned to require a contractor TS facility?

Answer 11: The Top Secret clearance is required in order to gain access to Government lab facilities during certain periods of field support. The facility clearance must be Top Secret if anyone supporting this effort is required to have a Top Secret Clearance.

Question 12: The following statement is contained in the Organizational Conflict of Interest Clause contained in the solicitation:

"Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies **that may have a relationship to CSRR** (including but not limited to OPNAV N2/N6F, Naval Sea Systems Command (NAVSEA) and Commander Operational Test and Evaluation Force (OPTEVFOR)."

This statement is very broad and could be interpreted to include all contracts related to the design, construction, maintenance, support systems and hardware components, as well as the refurbishment or replacement of the physical structure of the Radio Room. It could also be interpreted to include all contracts related to the ship design, overhaul, repair, refurbishment and modernization. In order to comply with this requirement the respondent must provide an extensive list of NAVSEA submarine design, construction and modernization contracts that are a) not relevant to the solicitation and b) are exempt from the OCI restrictions under the design agent exemption of FAR 9.505-1 and DFARS Subpart 209.571.

It is requested that this requirement be modified to require that the respondent provide SPAWAR only with a list of contracts that are related to Paragraph 2.1.2 Design Reviews and Paragraph 2.2 Studies and Analysis of the Statement of Work and any other activities which might give the contractor an unfair advantage in future CSRR competitions.

Answer 12: The OCI provision will be modified in Amendment 0002 as follows:

From: Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies **that may have a relationship to CSRR** (including but not limited to OPNAV N2/N6F, Naval Sea Systems Command (NAVSEA) and Commander Operational Test and Evaluation Force (OPTEVFOR).

To: Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies, **related to the CSRR C&M software** (including but not limited to OPNAV N2/N6F, Naval Sea Systems Command (NAVSEA) and Commander Operational Test and Evaluation Force (OPTEVFOR).

The requirement will not be modified to restrict the OCI analysis to the requirements of paragraphs 2.1.2 and 2.2 of the CSRR SOW. The Government's OCI analysis is to determine whether a potential or actual OCI exists on this procurement, not future CSRR competitions.

Question 13: Will the CSRR Simulators, currently used to support C&M software testing, that are not explicitly included in the GFE listing in the RFP be provided as GFP upon contract award? If not, will requirements for simulators be provided? Will simulator executable software programs and source code be provided so that the simulators can be modified as tactical equipment modifications are introduced?

Answer 13: Yes, CSRR Simulators that are not explicitly included in Attachment 7-Revision 1, and are determined to be necessary to support future TDL requirements will be provided. Yes, source code will be provided to support modifications.

Question 14: Do the GFE listing items 26, 27, 39, and 40 contain any software or applications? If so, what are the contents?

Answer 14: Item 26: Consists of Laptop Dell, PP11L- Windows XP operating system and RFDACS simulation software. In addition Attachment 7, has been amended to delete GFE items 27 (Laptop Dell, Inspiron 5100), 39 and 40 (WORKSTATION, SUNBLADE).

Question 15 : Attachment 7 (Government Furnished Property List) of the RFP contains items 20, 21 and 41. Each is identified as being an item from the Q-70 product line. Contractor recommends: Request that the Government identify the equipment composing each of these items.

Answer 15: Attachment 7, has been amended to delete items 20, 21 and 41. Attachment 7 Revision 1 is included with solicitation Amendment 0002.

Question 16: Attachment 7 (Government Furnished Property List): Please provide a list of the GFE currently assigned to the incumbent contract.

Answer 16: Attachment 7 Revision 1, included with Amendment 0002 reflects the GFE to be provided to the successful offeror. Not all GFE assigned to the current contract will be required for the new contract.

Question 17: Many systems with which CSRR interfaces are not identified within attachment 7.: Request that the Government provide to respondents its strategy for making interfaced equipment/systems available during related development and maintenance efforts. Regarding our question, our purpose is to better understand the Government's intentions for making the full spectrum of interfaced assets available as Government Furnished Equipment (GFE) during development phases. These would principally consist of communications assets and systems already identified as GFE, but, other assets may be required for specific TDLs. We understand that the size and cost of any given asset might result in different strategies for different assets. Therefore, in referring to both "equipment" and "systems" it was our intent to reference the complete range of assets, from individual devices (e.g., a non-embedded crypto device) to larger or more complex asset comprised of multiple subsystems (e.g., equipment housed in a specific Q70 rack configuration

Answer 17: Attachment 7 Revision-1, included with Amendment 0002 identified the GFE to be delivered in support solicitation N00039-13-R-0001 efforts. Additional GFP will be provided as necessary to meet individual TDL requirements. In the event equipment/systems cannot be provided, ICDs, simulators, and or access to NUWC laboratory facilities will be provided.

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENTS

Attachment 1- Statement of Work (SOW), Common Submarine Radio Room (CSRR), Control and Management (C&M)-dated 29 November 2012
 Attachment 2- Security Classification, DD-254-dated 17 October 2012
 Attachment 3- Prime Cost Summary-Spreadsheet
 Attachment 4- Subcontractor Cost Summary-Spreadsheet
 Attachment 5- Relevant Experience Form
 Attachment 6- Code and specification documents-Accessible on secure website
 Attachment 7- Scheduled Government Furnished Property List, Revision 1, dated 16 January 2013
 Exhibit A- Contract Data Requirements List (CDRL) DD-1423, Common Submarine Radio Room (CSRR) Control and Management (C&M)

SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

The following have been modified:

OCI

ORGANIZATIONAL CONFLICT OF INTEREST

The offeror's attention is directed to FAR Subpart 9.5 relating to organizational conflicts of interest. Any resultant contract will provide for the design, development, testing and delivery of the CSRR C&M software. Offerors shall recognize that performing this effort may result in a potential or actual conflict of interest as defined by FAR 2.101 and FAR 9.5. The term "contractor" means the contractor, its subsidiaries and affiliates, joint ventures involving the contractor, any entity with which the contractor may hereafter merge or affiliate, and any other successor of the contractor and any subcontractors of the contractor. Contractors shall identify and describe any contractual support they are presently providing to PEO C4I and/or SPAWAR, and/or other organizations/agencies, **related to the CSRR C&M software** (including but not limited to OPNAV N2/N6F, Naval Sea Systems Command (NAVSEA)

and Commander Operational Test and Evaluation Force (OPTEVFOR). If a potential Organizational Conflict of Interest exists, the Offeror shall provide an Organizational Conflict of Interest Mitigation Plan as part of their proposal. It is the Government's intent to avoid, neutralize, or mitigate potential conflicts as early in the acquisition process as possible.

An OCI mitigation plan, if submitted, should address but not be limited to the following information:

- (a) How the company plans to identify and track actual or potential OCIs;
- (b) How source selection information or proprietary data will be physically safeguarded (including detailed job descriptions of personnel whose work creates the appearance of a potential or actual OCI);
- (c) How company personnel working on the contract will be segregated from the rest of the company workforce and if need be, report through separate chains of command;
- (d) How data security measures, including computer workstations dedicated to the contract will be in separate, secure areas and require unique passwords for access;
- (e) How the company handles an improper disclosure of sensitive information and how that is communicated to the Contracting Officer;
- (f) How the OCI clause is flowed down to subcontractors and how that process is administered;
- (g) Training of personnel in their non-disclosure and procurement integrity responsibilities and penalties the company may impose if sensitive information is disclosed; and
- (h) The process the company goes through to obtain Non-Disclosure Agreements executed between it and subcontractors as well as those signed by company employees

A mitigation plan should be submitted if the offeror provides support to the listed organizations/agencies or other organizations/agencies so as to create the appearance of an OCI. If applicable, the plan should state in detail why the offeror's support contracts do not create an OCI. If an offeror has previously submitted a mitigation plan and had that plan approved as sufficient, the offeror will submit the plan with its proposal and include any updated information.

(End of Summary of Changes)