

SOLICITATION

FINAL

1. SOLICITATION NO. N00024-09-R-3471		2. AMENDMENT NO.		3. EFFECTIVE DATE 01/29/2010		4. PURCHASE REQUEST NO. N/A	
5. ISSUED BY Laura Rider NSWC, CARDEROCK DIVISION, MARYLAND 9500 MacArthur Blvd West Bethesda MD 20817 laura.rider@navy.mil 301-227-5821				6. ADMINISTERED BY			
7. CONTRACTOR				8. DELIVERY DATE See Section F		9. CLOSING DATE/TIME 02/22/2010 1400 <small>(hours local time – Block 5 issuing office)</small>	
				10. MAIL INVOICES TO See Section G			
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY			
13. TYPE OF ORDER		D		X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.	
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*	18. UNIT	19. UNIT PRICE	20. AMOUNT
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: _____ CONTRACTING/ORDERING OFFICER			22. TOTAL
SECTION DESCRIPTION				SECTION DESCRIPTION			
B		SUPPLIES OR SERVICES AND PRICES/COSTS		H		SPECIAL CONTRACT REQUIREMENTS	
C		DESCRIPTION/SPECS/WORK STATEMENT		I		CONTRACT CLAUSES	
D		PACKAGING AND MARKING		J		LIST OF ATTACHMENTS	
E		INSPECTION AND ACCEPTANCE		K		REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS	
F		DELIVERIES OR PERFORMANCE		L		INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS	
G		CONTRACT ADMINISTRATION DATA		M		EVALUATION FACTORS FOR AWARD	

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GENERAL INFORMATION

This is a new requirement and therefore there is no incumbent.

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SECTION B SUPPLIES OR SERVICES AND PRICES

Offerors please complete.

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
4000	Fully Burdened Labor (TBD)	1.0 Lot			

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
6000	Burdened Other Direct Costs (Travel and Materials, Non-Fee Bearing) (TBD)	1.0 Lot	

This solicitation is released on an unrestricted basis and is available for full and open competition for those seaport contractors who have the **National Capital Zone 2** in Section B of their MAC contract.

The period of performance is five years from the date of the resultant task order.

The requirements for this tasking require access to and generation of Secret Documents.

LEVEL OF EFFORT

The level of effort for performance of the resultant task order is based on an anticipated 45,900 man-hours of direct labor per year for a total of 229,500 man-hours over the five (5) year period of performance (CLIN 4000).

For purposes of submitting a proposal, offerors shall use a Not-To-Exceed amount of \$623,300 per year for a total of \$3,116,500 over the five year period of performance for CLIN 6000 Other Direct Costs (Travel and Materials).

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

Title: NSWCCD Marine Corps Maneuver Thrust Area

The services to be performed under this task order are considered performance based and will be evaluated by the Government in accordance with Clause No. CAR-H09 - Performance-Based Acquisition Evaluation Procedures for a Seaport-e Task Order (MAY 2007).

1.0 BACKGROUND

ONR Expeditionary Maneuver Warfare & Combating Terrorism S&T Department, has tasked each Thrust Area to select a Technical Direction Agent (TDA) to provide technical oversight and program management, allowing for easier access to technical support as needed and streamline execution objectives. NSWCCD is the performing TDA for the Maneuver Thrust Area. The following tasking supports NSWCCD Maneuver Thrust TDA, focusing on Project Management and Technical Expertise Support for multiple Maneuver Thrust Science and Technology objectives.

The overall goal is to support the warfighter as efficiently and effectively as possible.

2.0 REQUIREMENTS - The contractor shall provide the following support:

Task 1: Advanced Power Plants, Drive Trains, and Suspensions

The contractor shall provide advanced power plants, drive trains, and suspensions expertise to develop and assess vehicle and vehicle system designs. The contractor shall develop technologies to support advanced power plants, drive trains, and suspensions of a new family of ground assault and armored personnel carrier (APC) vehicles that are lighter in weight and thus more fuel efficient and capable of being more effectively transported by air from the seabase ashore. Advanced propulsion, drive trains, and suspensions to improve performance over rough terrain are required to enable greater agility enhanced by speed and mobility. The contractor shall perform conceptual studies for advanced power plants, drive trains, and suspensions. The contractor shall provide: power plant evaluations and analysis; electrical power generation systems evaluations, calculations, and analysis; auxiliary systems impact and feasibility studies; ordnance, and material handling system designs and analysis; vehicle and payloads designs and analysis as required for total vehicle and vehicle system assessments of new and existing systems. The contractor shall document the results of their studies, analysis, evaluations, and calculations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

Task 2: Advanced Composite Materials to Enhance the Performance and Survivability of Combat Vehicles and Improve Incorporation of new Materials for Future Vehicles and Aircraft that Provide Improved Levels of Protection at Reduced Weight and Volume

The contractor shall provide advanced materials to enhance the performance and survivability of combat vehicles and improve incorporation of new materials for future vehicles and aircraft that provide

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improved levels of protection at reduced weight and volume. The contractor shall develop advanced materials to enhance the performance and survivability of combat vehicles to improve the survivability of both current and future tactical and combat vehicles through the use of innovative passive and active technologies, including composite materials. The contractor shall develop technologies that have better blast and ballistic protection qualities while reducing the overall weight to the vehicle or platform in order to decrease the impact on performance. Where applicable develop technologies that enable threat-specific protection to be readily added to vehicles and platforms as needed for a specific mission or to counter an emerging threat. The contractor shall perform conceptual studies for advanced military vehicle systems, including new equipment/configurations, new material, adapting to warfare environment, and alternate weapons. The contractor shall provide detailed evaluations and analysis for new and existing system designs. The contractor shall document the results of their studies, analysis, and evaluations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

Task 3: Augmented Cognition for Combat Vehicle Crews and Operators of Maneuver Systems

The contractor shall provide augmented cognition for combat vehicle crews and operators of maneuver systems to develop technologies to assess cognitive state and workload of human operators non-invasively and to manage workload of the combat vehicle crew, the vehicle weapon system, and the vehicle IT infrastructure to improve man/machine performance in moving, shooting, and communicating. The contractor shall provide detailed evaluations and analysis for new and existing system designs. The contractor shall document the results of their studies, analysis, and evaluations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

Task 4: Aviation Technologies That Increase the Capability of Aviation Assets

The contractor shall develop aviation technologies that increase the capability of aviation assets to develop and assess aviation systems designs for rotary wing and heavy-lift applications to increase survivability and decrease the weight of aircraft in order to increase performance of rotary wing transport aircraft. Development of unmanned alternatives to manned helicopters for the delivery of logistics support with reduced risk to manned aircraft is also desired. The contractor shall conduct detailed studies, analysis, and evaluations to insure the aviation technologies used will increase the capability of aviation assets. The contractor shall document the results of their studies, analysis, and evaluations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

Task 5: Dismounted Marine Performance Enhancements

The contractor shall use the dismounted marine performance enhancements to develop technologies to develop and assess systems designs, such as exo-skeletons that will enhance the performance of the Marine by improving load carrying capacity and speed and distance of movement. The contractor shall conduct laboratory and range tests, evaluations, and demonstrations. The contractor shall plan, perform, collect data, and document systems tests, evaluations and demonstrations. The contractor shall document the results of these tests, evaluations, and demonstrations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

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Task 6: Advanced Robotic Systems for Ground Combat

The contractor shall develop advanced robotic systems for ground combat to develop and assess robotic systems designs, including, teleoperation, autonomous operation, machine vision, and related means for taking the human out of direct involvement in hazardous and exceptionally arduous missions. The contractor shall conduct detailed studies, analysis, and evaluations to insure the advanced robotic systems for ground combat used will provide sufficient means for taking personnel out of direct involvement in hazardous and exceptionally arduous missions. The contractor shall document the results of their studies, analysis, and evaluations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

Task 7: Active Protection System for Vehicles Against Rocket Propelled Grenades

The contractor shall develop active protection systems for vehicles against rocket propelled grenades to develop and assess systems designs. The contractor shall develop technologies that provide active protection but without unacceptable threat to supporting dismounted forces or non-combatants in the proximity of the vehicle. The contractor shall conduct detailed studies, analysis, and evaluations to insure the advanced robotic systems for ground combat used will provide sufficient means for taking personnel out of direct involvement in hazardous and exceptionally arduous missions. The contractor shall document the results of their studies, analysis, and evaluations in the form of impact studies, detailed designs, system demonstrators, white papers, briefs, and reports as specified by the Government.

Task 8: Modeling and Simulation Engineering Support

The contractor shall provide modeling and simulation engineering technical support to conduct analysis in support of Tasks 1-7. The contractor shall use modeling and simulation processes/techniques to determine/ verify/ ensure that technology and physical phenomena are correctly represented. The contractor shall support the development of modeling and simulation tools or update existing tools when existing modeling and simulation capabilities are determined to be insufficient.

Task 9: Test, Evaluation and Demonstration Engineering Support

The contractor shall provide test, evaluation, and demonstration engineering technical support to develop and assess vehicles and vehicle systems technologies described in Tasks 1-7. The contractor shall conduct laboratory and field tests, evaluations, and demonstrations. The contractor shall plan, perform, collect data, and document vehicle and vehicle systems tests, evaluations and demonstrations. The contractor shall document the results of these tests, evaluations, and demonstrations in the form of briefs, data logs, and reports as specified by the Government.

Task 10: Technology Transition, Planning, and Program Management Support

The contractor shall provide technology transition, planning, and program management expertise to assist the Government in the transition of maneuvers systems. As directed by the Government, the contractor shall develop and assess transition documentation, including, but not limited to, transition technology readiness assessment, feasibility studies, capability development documents, program plans and acquisition strategies. The contractor shall develop program status/progress reports. The contractor shall document the results of their technology transition, planning, and program management

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tasking in the form of draft transition assessments, system demonstrators, white papers, briefs, plans of actions and milestones (POA&Ms), and reports as specified by the Government.

Task 11: Production and Producibility Engineering Support

The contractor shall provide production engineering technical expertise to develop and assess systems designs and technologies, in support of tasks 1-7. The contractor shall provide mechanical and electrical production plans and assessments for new and existing systems. The contractor's assessments of producibility shall include build strategy, schedule, quality assurance, accuracy control, resource management, fabrication, and test & evaluation to determine production readiness. The contractor shall identify production related best practices and lessons learned for various vehicles and vehicle systems technologies. The contractor shall document the results of the plans and assessments in the form of briefs, system demonstrators, white papers, POA&Ms, and reports as specified by the Government.

Task 12: Cost Estimating Support

The contractor shall provide cost estimating expertise to assess maneuvers systems design, fabrication, installation, and integration costs. The contractor shall perform assessments for advanced vehicles and systems designs, including new vehicle designs/configurations, new equipment/configurations, new material, adapting to warfare environment, and alternate weapons. The contractor shall provide acquisition, operating, support, and disposal cost estimates, including non-recurring engineering or detail design costs. As directed by the Government, the contractor shall utilize approved tools to perform cost estimates. The contractor shall document the results of their studies and analysis in the form of cost estimates, briefs, and reports as specified by the Government.

System demonstrators are deliverables that may include data acquisition systems, advanced power plants, drive trains, suspensions, and other hardware relative to the specific task areas.

3.0 PERSONNEL

The tasking requires experienced personnel for Vehicle Integration and Design, who are capable of managing tasks and have current working knowledge that qualifies them to perform the tasks in the areas defined below with minimal guidance and oversight from the government. Vehicle integration and design encompasses a wide variety of skills from multiple labor categories. The paragraphs below describe the work categories required by tasking. Each individual proposed by the contractor shall have demonstrated qualifications for the labor categories required below.

Task 1: Advanced Power Plants, Drive Trains, and Suspensions

The contractor shall provide the following labor categories: Principal Engineer, Senior Engineer, Electrical Engineer, Mechanical Engineer, and Senior Technician. Contractor personnel shall be familiar with current and future vehicles, drive trains, structural, suspension and arrangement designs. Contractor personnel shall have the analytical tools required to analyze existing and new designs and provide comprehensive summaries that provide meaningful design impact, decision knowledge to technical working level and program level engineers.

Task 2: Advanced Composite Materials to Enhance the Performance and Survivability of Combat Vehicles and Improve Incorporation of new Materials for Future Vehicles and Aircraft that Provide

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Improved Levels of Protection at Reduced Weight and Volume

The contractor shall provide the following labor categories: Principal Engineer, Senior Engineer, Mechanical Engineer, Production-Processing Engineer and Materials Engineer. Contractor personnel shall be familiar with current and future vehicle mechanical, structural and light armor designs. Contractor personnel shall have the analytical tools required to analyze existing and new designs and provide comprehensive summaries that deliver meaningful design impact, decision knowledge to technical working level and program level engineers. Contractor personnel shall be familiar with the Marine Corps and vehicle production, best practices. Contractor personnel shall possess sufficient skills required to analyze existing and new production methods and provide comprehensive summaries that provide meaningful cost/schedule/performance, decision knowledge to technical working level and program level engineers.

Task 3: Augmented Cognition for Combat Vehicle Crews and Operators of Maneuver Systems

The contractor shall provide the following labor categories: Senior Engineer, Human Systems Engineer, Logistics Engineer, and Materials Engineer. Contractor personnel shall be familiar with current and future advanced military vehicles' mission and operations. Contractor personnel shall have the analytical tools required to analyze existing and new designs and provide comprehensive summaries that deliver meaningful design impact, decision knowledge to technical working level and program level engineers.

Task 4: Aviation Technologies that Increase the Capability of Aviation Assets

The contractor shall provide the following labor categories: Senior Engineer, Mechanical/Electrical/Aerospace Engineer and Materials Engineer. Contractor personnel shall be familiar with Marine Corps and aviation technology.

Task 5: Dismounted Marine Performance Enhancements

The contractor shall provide the following labor categories: Senior Engineer and Mechanical/ Electrical Engineer and Materials Engineer. Contractor personnel shall be familiar with the Marine Corps assets and dismounted marine performance enhancements.

Task 6: Advanced Robotic Systems for Ground Combat

The contractor shall provide the following labor categories: Principal Engineer, Senior Engineer, Robotics Engineer, Computer Programmer, and Systems Analyst. Contractor personnel shall be familiar with current and future Marine Corps acquisition programs. Contractor personnel shall have the analytical tools required to analyze impacts of program requirements and changes to those requirements, and provide comprehensive plans and methods to meet program requirements.

Task 7: Active Protection System for Vehicles Against Rocket Propelled Grenades

The contractor shall provide the following labor categories: Senior Engineer, Principal Engineer, Mechanical Engineer, Production-Processing Engineer, Senior Technician, and Materials Engineer. The contractor personnel shall be familiar with Marine Corps active protection systems for vehicles. Contractor personnel shall have the analytical tools required to analyze and develop and provide comprehensive summaries to program decision makers.

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Task 8: Modeling and Simulation Engineering Support

The contractor shall provide the following labor categories: Senior Engineer and Mechanical/Electrical/Materials Engineer, and Computer Programmer. Contractor personnel shall be familiar with Marine Corps Vehicles and commercial modeling and simulation protocols.

Task 9: Test, Evaluation and Demonstration Engineering Support

The contractor shall provide the following labor categories: Senior Engineer and Mechanical/Electrical/Materials Engineer, and Senior Technician. Contractor personnel shall be familiar with the Marine Corps and commercial test and evaluation protocols, including operational, safety, and health requirements.

Task 10: Technology Transition, Planning, and Program Management Support

The contractor shall provide the following labor categories: Principal Engineer and Senior Engineer, Logistics Engineer, and Systems Analyst. Contractor personnel shall be familiar with current and future Marine Corps acquisition programs. Contractor personnel shall have the analytical tools required to analyze impacts of program requirements and changes to those requirements, and provide comprehensive plans and methods to meet program requirements.

Task 11: Vehicle Production and Producibility Engineering Support

The contractor shall provide the following labor categories: Senior Engineer, Logistics Engineer, and Production-Processing Engineer. Contractor personnel shall be familiar with Marine Corps and commercial vehicle production, best practices. Contractor personnel shall have the analytical tools required to analyze existing and new production methods and provide comprehensive summaries that provide meaningful cost/schedule/performance, decision knowledge to technical working level and program level engineers.

Task 12: Cost Estimating Support

The contractor shall provide the following labor categories: Senior Cost Analyst and Cost Analyst. The contractor personnel shall be familiar with Government standard cost estimating methods and tools. Contractor personnel shall have the analytical tools required to analyze and develop cost estimates and provide comprehensive summaries to program decision makers.

4.0 REPORTS

The contractor shall prepare a monthly Maneuvers Thrust Area progress report. The progress report shall indicate the amount expended and the number of labor hours used during the reporting period and the cumulative amount expended and labor hours used to date. In addition, the progress report shall include a description of any problems encountered during the reporting period. A copy of this monthly report shall be provided to the Technical Point of Contact, the Task Order Manager, and the Contract Specialist.

5.0 GOVERNMENT FURNISHED INFORMATION, EQUIPMENT AND MATERIALS (GFI, GFE, GFM)

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GFI will be provided to the contractor 30 days after award or as it becomes available. GFI/GFE/GFM shall consist of access to vehicles, machinery, equipment, vehicle design data, test data, test plans, production procedures, costing data, and program plans. All GFI, GFE, and GFM shall be returned to the Government at the contractor's expense upon completion of the tasking.

6.0 TRAVEL

Contractor personnel may be required to attend meetings to discuss program objectives and to provide program status. These meetings will ordinarily occur at the NSWCCD facility at West Bethesda, Maryland. In addition, travel may be required to San Diego CA, Jacksonville FL, Panama City FL, Pax River MD, Newport RI, Dahlgren VA, Newport News VA, Norfolk VA, and Quantico VA.

Costs incurred for travel will be reimbursed at the applicable Joint Travel Regulations (JTR) rates in effect at the time of travel.

7.0 PERIOD OF PERFORMANCE

The period of performance is from the date of award through five (5) years thereafter.

8.0 DATA DELIVERABLES

The contractor shall provide the following data deliverables:

- 1) Progress Report – Monthly (See Section 4.0 of this Statement of Work for details). The first progress report is due 30 days after award of any resultant task order and the remaining reports shall be due the same day every month thereafter. Contractor format is acceptable for submission of the above referenced deliverables.
- 2) Technical studies, analysis, evaluations, calculations, briefs, white papers, and data logs – As required.
- 3) Reports, detailed designs, draft specifications, and plans – As required
- 4) Hard copy monthly invoices to the Task Order Manager and the Contract Specialist in accordance with Section G of the base contract.

9.0 OVERTIME APPROVAL

If required, the TOM may authorize, and the contractor shall provide overtime on an as required basis.

10.0 SECURITY REQUIREMENTS

The contractor's personnel and facility shall have a security clearance at the Secret level and any classified reports generated shall be classified up to and including the Secret Level in accordance with the DD Form 254 "Contractor Security Classification Specification".

11.0 PRINCIPAL PLACE OF PERFORMANCE

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The principal place of performance will be at the contractor's facility.

12.0 TECHNICAL POINT OF CONTACT (To be completed at the time of award)

13.0 TASK ORDER MANAGER (To be completed at the time of award)

14.0 CONTRACT SPECIALIST

Laura Rider, Code 3211, Acquisition Management Division

Naval Surface Warfare Center, Carderock Division

9500 MacArthur Boulevard, West Bethesda, MD 20817-5700

Voice: (301) 227-5821

Email: laura.rider@navy.mil

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SECTION D PACKAGING AND MARKING

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

Deliverables - The deliverables are specified in Section C, Statement of Work, Paragraphs 4.0 and 8.0.
All Deliverables shall be packaged and marked IAW Best Commercial Practice.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed by the Government at destination by the Task Order Manager, Mr. Tyrone Jones.

PERFORMANCE BASED TASK ORDER REVIEW AND ACCEPTANCE PROCEDURES

(a) This is a performance based Task Order as defined in FAR Part 37.6. Contractor performance will be evaluated in accordance with CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPorte Task Order in Section H.

(b) In addition to the CAR-H09 evaluation process, contractor performance will also be evaluated in accordance with the Contract Performance Reporting System (CPARS). The contractor may obtain more information regarding the CPARS process at the following internet site:

<http://cpars.navy.mil>

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1009)

(a) The Government requires delivery to be made according to the following schedule:

<u>Item No.</u>	<u>Quantity</u>	<u>Time After Date of Task Order</u>
4000 & 6000	ALL	Five (5) years after the date of the task order (assuming that the order is fully funded)

Specific Technical Instructions may have unique delivery schedules and periods of performance. The delivery schedule and period of performances identified by Technical Instructions are as contractually binding as if they were incorporated herein.

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SECTION G CONTRACT ADMINISTRATION DATA

G17S TOM APPOINTMENT (AUG 2005)

(a) The Task Order Ordering Officer hereby appoints the following individual as the Task Order Manager (TOM) for this task order:

Task Order Manager (To be completed at the time of award)

(b) Only the Task Order Ordering Officer has the authority to modify the terms of the task order. Therefore, in no event will any understanding, agreement, modification, change order, or other matter deviating from the terms of the basic contract or this task order between the contractor and any other person be effective or binding to the Government. If, in the opinion of the contractor, an effort outside the existing scope of this task order is requested, the contractor shall promptly notify the Task Order Ordering Office in writing. No action shall be taken by the contractor unless the Task Order Ordering Officer, or the Procuring Contracting Officer for the base contract, has issued a formal modification.

CONTRACT SPECIALIST - The contract specialist for this task order is:

Laura Rider, Code 3211, Acquisition Management Division
Naval Surface Warfare Center, Carderock Division
9500 MacArthur Boulevard, West Bethesda, MD 20817-5700
Voice: (301) 227-5821
Email: laura.rider@navy.mil

SUBMISSION OF INVOICES (COST-REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE)

The contractor shall provide a copy of each monthly invoice to the Task Order Manager and the Contract Specialist at the addresses shown above.

CAR-G11 INVOICE INSTRUCTIONS (DEC 2007) (NSWCCD)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003), the Naval Surface Warfare Center, Carderock Division (NSWCCD) 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:

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

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

DODAAC Codes and Inspection and Acceptance Locations (*contracting officer complete appropriate information as applicable*) This information will be completed at the time of award.

Issue DODAAC	_____
Admin DODAAC	_____
Pay Office DODAAC	_____
Inspector DODAAC	_____
Service Acceptor DODAAC	_____
Service Approver DODAAC	_____
Ship To DODAAC	<u>See Section F</u>
DCAA Auditor DODAAC	_____
LPO DODAAC	_____
Inspection Location	<u>See Section E</u>
Acceptance Location	<u>See Section E</u>

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

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

Send Additional Email Notification To:
to be completed at the time of award

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

(g) 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 WinS for electronic end to end invoicing until the functionality of WinS has been incorporated into WAWF.

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(h) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866 number or the NSWCCD WAWF point of contact at (301) 227-5419.

CONSENT TO SUBCONTRACT

For subcontracts and consulting agreements for services, where the prime contractor anticipates that the hours delivered will be counted against the hours in the Level of Effort Clause below, Consent to Subcontract is retained by the Procuring Contracting Officer.

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this task order. The total level of effort for the performance of this task order shall be 229,500 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

The 229,500 hours identified for the level of effort can only be satisfied by the labor categories identified in Section L, subsection 3.3.2 Personnel Requirements and Qualifications.

(b) Of the total man-hours of direct labor set forth above, it is estimated that 0 man-hours are uncompensated effort.

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

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

(d) The level of effort for this contract shall be expended at an average rate of approximately 883 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

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

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

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

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

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

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

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

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

(End of Clause)

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

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

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

(c) The fee(s) specified in Section B, and payment thereof, is subject to adjustment pursuant to paragraph (g) of SEA 5252.216-9122 entitled "LEVEL OF EFFORT." If the fee(s) is reduced and the reduced fee(s) is less than the sum of all fee payments made to the Contractor under this contract, the Contractor shall repay the excess amount to the Government. If the final adjusted fee exceeds all payments made to the Contractor under this contract, the Contractor shall be paid the additional amount, subject to the availability of funds. In no event shall the Government be required to pay the Contractor any amount in excess of the funds obligated under this contract at the time of the discontinuance of work.

(d) Fee(s) withheld pursuant to the terms and conditions of this contract shall not be paid until the contract has been modified to reduce the fee(s) in accordance with SEA 5252.216-9122 "LEVEL OF EFFORT", or until the Procuring Contracting Officer has advised the paying office in writing that no fee

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adjustment is required.

*To be incorporated and completed at the Task Order Level, as appropriate.

Note: For purposes of this clause incorporated at the task order level, the term "contract" means "task order", and the term "Procuring Contracting Officer" is the "Task Order Contracting Officer."

INSTRUCTIONS REGARDING INVOICING OF FIXED FEE DURING PERFORMANCE

(a) Subparagraph (b) of the clause entitled "PAYMENT OF FEES (LEVEL OF EFFORT)" above states that fixed fee payments shall be equal to the percentages of the SLINs in SECTION B, of the allowable cost of each invoice. The contractor shall use that rate to invoice fixed fee.

(b) The clause entitled "ALLOTMENT OF FUNDS" in this Section provides the cumulative amount funded. Separate amounts are provided for Estimated Cost and Fixed Fee. The funded fixed fee is based on the ratio of negotiated Fixed Fee to Estimated Cost in Section B (including Facilities Capital Cost of Money) for the applicable Task Order period. When obligating labor funds, the SeaPort-e software computes, for the Government, separate cumulative cost and fee amounts. These amounts are then used by the Government to complete the "ALLOTMENT OF FUNDS" clause. The contractor is not authorized to invoice in excess of the funded fee dollars shown in the "ALLOTMENT OF FUNDS" clause for each Labor SLIN.

FINALIZED FIXED FEE

(a) The fixed fee will be finalized based on the total number of hours provided (both compensated and uncompensated/TTA, if applicable). The contractor's report required under subparagraph (i) of the Level of Effort clause above, shall include a certification that hours reported as "compensated" include only those hours compensated at a rate equivalent to, or greater than, each individual's 40-hour rate. This extends to hours performed by subcontractors and consultants.

(b) If 100% or more of both the compensated and uncompensated hours specified in the clause "LEVEL OF EFFORT" (SEA 5252.216-9122) are provided, the contractor will receive the full fixed fee. Uncompensated/TTA hours in excess of the values shown in the "LEVEL OF EFFORT" clause will not be considered.

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This task order is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this task order for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this task order for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of the basic contract (MAC) entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>ALLOTED TO FEE</u>	<u>ESTIMATED PERIOD OF PERFORMANCE</u>
	\$	\$	

(To be provided at the task order level at the time of award)

(b) The parties contemplate that the Government will allot additional amounts to this task order from time to time for the incrementally funded CLINs/SLINs by unilateral task order modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the

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period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of the basic contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

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

FUNDING PROFILE - The following details funding to date:

Total CPFF Amount of <u>Task Order</u>	Funds This <u>Action</u>	Previous <u>Funding</u>	Funds <u>Available</u>	Balance <u>Unfunded</u>
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To be completed at the time of award

(End of Clause)

TRAVEL COSTS - ALTERNATE 1 (NAVSEA)(DEC 2005)

(a) Except as otherwise provided herein, the Contractor shall be reimbursed for its reasonable actual travel cost in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA.

(b) Reimbursable travel costs included only that travel performed from the Contractor's facility to the worksite, in and around the worksite, and from the worksite to the Contractor's facility.

(c) Relocation costs and travel costs incident to relocation are allowable to the extent provided in FAR 31.205-35; however, Contracting Officer approval shall be required prior to incurring relocation expenses and travel costs incident to the relocation.

(d) The contractor shall not be reimbursed for the following daily local travel costs:

(i) travel at U.S. Military Installations where Government transportation is available.

(ii) travel performed for personal convenience/errands, including commuting to and from work, and

(iii) travel costs incurred in the replacement of personnel when such replacement is accomplished for the Contractor's or employee's convenience.

DdI-G40 PAYMENT, SELECTED ITEMS OF COST REIMBURSEMENT CONTRACT

(a) The Contractor shall be reimbursed for its reasonable actual travel cost in accordance with FAR 31.205-46. The costs to be reimbursed shall be those costs accepted by the cognizant DCAA. The contractor shall, to the maximum extent practicable, minimize overall travel costs by taking advantage of discounted airfare rates available thru advance purchase. Charges associated with itinerary changes and cancelations under nonrefundable airline tickets are reimbursable as long as the changes are driven by the work requirement.

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(b) Training

The Government will not allow costs, nor reimburse costs associated with the contractor for training employees in an effort to attain and/or maintain minimum personnel qualification requirements of this contract. Other training may be approved on a case-by-case basis by the Contracting Officer. Advance approval is required. Attendance at workshops or symposiums is considered training for purposes of this clause, unless the contractor was directed to attend by the TOM. The contractor is encouraged to suggest a cost-sharing arrangement that addresses registration/tuition, travel and labor costs.

(c) General Purpose Office Equipment (GPOE) and Information Technology (IT)

The cost of acquisition of GPOE and IT shall not be allowable as direct charges to this contract, unless the IT will become part of a data acquisition system that will be delivered to the Government under this task order. The contractor is expected to have the necessary CONUS facilities to perform the requirements of this contract, including any necessary GPOE and IT. GPOE means equipment normally found in a business office such as desks, chairs, typewriters, calculators, file cabinets, etc. IT means any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, movement, control, display, switching, interchange, transmission, or reception of data or information. IT includes computers, ancillary equipment, software, firmware and similar products, services (including support services), and related resources for both unclassified and classified applications.

(d) The requirements of the above clause apply equally to subcontractors and consultants.

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SECTION H SPECIAL CONTRACT REQUIREMENTS

MANDATORY TASK ORDER REQUIREMENTS

The following mandatory requirement must be met for an offeror to be considered eligible for the Task Order and this requirement must be maintained throughout the life of the Task Order.

Requirement 1 - Facility Clearance - The contractor's primary facility providing support to this contract is required to have a Facility Clearance of SECRET with SECRET storage capability.

KEY LABOR CATEGORY QUALIFICATION REQUIREMENTS

To perform the requirements of the Statement of Work, the Government desires Key Personnel with the appropriate experience and professional development qualifications. Key Personnel qualification levels are considered to be "desired" for those individuals whose resumes are submitted for evaluation with the proposal except where a requirement may be specifically noted as a minimum requirement. Resumes for any replacement personnel that are submitted following award shall be equal to or better than the individuals initially proposed as required by the clause CHANGES IN KEY PERSONNEL in this Section H. Following award, the qualification levels are considered to be minimums for any growth beyond those individuals initially proposed or in labor categories where no resumes were required for proposal purposes.

The following represents the Government's minimum requirements for the Key Personnel labor categories:

(a) Principal Engineer –

1. A Bachelor's Degree in Engineering from an accredited college or university.
2. 15 years of experience managing major Federal Government programs. This experience should include work in developing program controls and management procedures.
3. Demonstrated ability to supervise, direct, review, and otherwise coordinate all work performed by the contractor's staff and to maintain effective liaison with the Government's technical staff.

(b) Senior Engineer –

1. A Bachelor's Degree in Engineering or a related discipline, such as Physics or Mathematics, from an accredited college or university,
2. 10 years of experience in fields related to the solicitation's Statement of Work (SOW).
3. Experience supervising and directing individuals in the performance of technical analysis of engineering requirements.

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(c) Robotics Engineer –

1. A Bachelor's Degree in Robotics Engineering or Mechanical Engineering with a strong emphasis in Robotics from an accredited college or university,
2. 10 years of experience in fields related to the solicitation's Statement of Work (SOW).
3. Experience supervising and directing individuals in the performance of technical analysis of engineering requirements.

(d) Mechanical Engineer –

1. A Bachelor's degree in Mechanical Engineering or related disciplines such as physics or mathematics from an accredited college or university
2. 5 years experience in SOW task area, or any combination of undergraduate study/experience to equal the above requirement where 2-years of experience in SOW task area equals 1 year of undergraduate study.

(e) Materials Engineer –

1. A Bachelor's degree in Engineering or a related discipline such as physics or mathematics from an accredited college or university
2. 5 years experience in SOW task area.

CHANGES IN KEY PERSONNEL

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

(b) The contractor agrees that during the first **90** days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least fifteen (15) 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;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

(c) The Contracting Officer shall also receive written notification if no substitution is being requested. This notification shall include (1) the name of the initial person proposed; and (2) the reasons why the individual is not being made available to perform under the task order to the extent proposed.

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

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

(f) The following employees are hereby approved for the key personnel labor categories as listed below:

(to be completed upon award)

KEY PERSONNEL – POST AWARD ADMINISTRATION

(a) Resumes for growth in a Key category will not be accepted unless the originally-proposed Key Personnel is/are working on the Task Order to the extent proposed.

(b) Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed.

POST AWARD CONTRACTOR PERSONNEL APPROVAL

(a) Requests for post award approval of additional or replacement key personnel shall be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist and the TOM. Electronic notification via e-mail from the Contract Specialist will serve as written approval/disapproval on behalf of the Contracting Officer. This approval is required before an individual may begin charging to the Task Order.

(b) It is desired that resumes be submitted in the format required in solicitation Section L for original proposal submission. However, in order to expedite contract administration, contractor format may be used providing sufficient information is submitted for an independent comparison of the individual's qualifications with labor category requirements.

(c) Requests for changes to key personnel shall provide all information contained in paragraph (b) of the clause entitled "CHANGES TO KEY PERSONNEL".

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

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor's performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to "Unsatisfactory" performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled "Inspection of Services-Cost Reimbursement", dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor's performance and for determining if the fee amount should be reduced due to "Unsatisfactory" performance.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work under

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the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table (Attachment) and the PCO will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings

For The Evaluation Period

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the PCO to exceed Satisfactory” overall.
Satisfactory	A minimum of “Satisfactory” ratings for all performance evaluation criteria.
Unsatisfactory	A rating of “Unsatisfactory” for one or more performance evaluation criteria.

(c) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria: The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor’s performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order during the previous twelve months, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor’s Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the task order, covering the evaluation period, and may include

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whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM's recommendations, the contractor's comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM's recommendations and the contractor's comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor's Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor's submission and respond as appropriate. Although the PCO will consider the contractor's comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

Criterion	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: TASK MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.

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Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems are apparent.	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the maximum benefit for the funds and resources available. Documented savings are apparent.
Cost Reporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

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SECTION I CONTRACT CLAUSES

Section I clauses in accordance with the basic IDIQ contract.

SUBCONTRACTS

(a) Section I of the SeaPort-e MACs include the clause at FAR 52.244-2, SUBCONTRACTS (JUNE 2007) - ALTERNATE 1 (JUNE 2007). Paragraph (d) of this clause requires that for the addition of any team members after award, the Task Order Contracting Officer's approval is required. Further, the Task Order Contracting Officer will determine the documentation to be submitted by the contractor for approval. For purposes of this order, "Contracting Officer" refers to the Procuring Contracting Officer.

(b) In addition to the information required by FAR 52.244-2, the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement.

(1) A copy of the proposed subcontractor's cost or price proposal. If the subcontractor does not provide a copy of their fully disclosed cost to the prime, the prime shall instruct the subcontracting to submit a fully disclosed cost proposal to the contract specialist identified in Section G.

(2) The results of negotiations to incorporate rate caps no higher than the lower of (i) SeaPort-e rate caps for the prime contractor, or in the case where the proposed subcontractor is also a SeaPort-e prime, (ii) rate caps that are no higher than the subcontractor's prime SeaPort-e contract.

(3) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(c) The Government strongly discourages T&M or Labor Hour pricing arrangements because the contractor has little incentive to manage their labor force efficiently or to control ODC costs. However, this type of pricing arrangement is permitted. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. Further, the prime contractor is strongly encouraged to ensure that the fee rate incorporated into the negotiated labor rate(s) does not exceed SeaPort-e limitations. The prime contractor shall also identify the specific additional surveillance/management controls to be employed to ensure that only efficient performance methods will be employed.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager. As used herein, technical instructions are defined to include the following:

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

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

(b) Technical instructions must be within the general scope of work stated in the task order. Technical instructions may not be used to :

(1) assign additional work under the task order;

(2) direct a change as defined in the "Changes" clause of the base contract;

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(3) increase or decrease the contract price or estimated amount (including fee), as applicable,
the level of effort, or the time required for task order performance; or

(4) change any of the terms, conditions or specifications of the task order.

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

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

(End of Clause)

52.222-2 PAYMENT FOR OVERTIME PREMIUMS (JUL 1990)

(a) The use of overtime is authorized under this contract if the overtime premium cost does not exceed \$ __ (to be completed at the time of award) or the overtime premium is paid for work --

(End of Clause)

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SECTION J LIST OF ATTACHMENTS

DD 254

Performance Requirements Summary Table

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SECTION K REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

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>

The requirement for Annual Representation and Certifications at 52.204-8 applies at the basic multiple award contract (MAC) level for each Offeror. Since some representations and certifications have been revised since the award of the MAC, or are specific to different requirements, the offeror shall complete the following and submit with their offeror.

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009)

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

(1) “Government of a terrorist country” includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) “Terrorist country” means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Sudan, and Syria.

(3) “Significant interest” means—

(i) Ownership of or beneficial interest in 5 percent or more of the firm’s or subsidiary’s securities. Beneficial interest includes holding 5 percent or more of any class of the firm’s securities in “nominee shares,” “street names,” or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) *Prohibition on award.* In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) *Disclosure.* If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include—

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

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252.227-7017 IDENTIFICATION AND ASSERTION OF USE, RELEASE, OR DISCLOSURE RESTRICTIONS (JUN 1995)

(a) The terms used in this provision are defined in following clause or clauses contained in this solicitation—

(1) If a successful offeror will be required to deliver technical data, the Rights in Technical Data--Noncommercial Items clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(2) If a successful offeror will not be required to deliver technical data, the Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation clause, or, if this solicitation contemplates a contract under the Small Business Innovative Research Program, the Rights in Noncommercial Technical Data and Computer Software--Small Business Innovative Research (SBIR) Program clause.

(b) The identification and assertion requirements in this provision apply only to technical data, including computer software documentation, or computer software to be delivered with other than unlimited rights. For contracts to be awarded under the Small Business Innovative Research Program, the notification and identification requirements do not apply to technical data or computer software that will be generated under the resulting contract. Notification and identification is not required for restrictions based solely on copyright.

(c) Offers submitted in response to this solicitation shall identify, to the extent known at the time an offer is submitted to the Government, the technical data or computer software that the Offeror, its subcontractors or suppliers, or potential subcontractors or suppliers, assert should be furnished to the Government with restrictions on use, release, or disclosure.

(d) The Offeror's assertions, including the assertions of its subcontractors or suppliers or potential subcontractors or suppliers, shall be submitted as an attachment to its offer in the following format, dated and signed by an official authorized to contractually obligate the Offeror:

Identification and Assertion of Restrictions on the Government's Use, Release, or Disclosure of Technical Data or Computer Software.

The Offeror asserts for itself, or the persons identified below, that the Government's rights to use, release, or disclose the following technical data or computer software should be restricted:

Technical Data or Computer Software to be Furnished With Restrictions*	Basis for Assertion**	Asserted Rights Category***	Name of Person Asserting Restrictions****
(LIST)*****	(LIST)	(LIST)	(LIST)

*For technical data (other than computer software documentation) pertaining to items, components, or processes developed at private expense, identify both the deliverable technical data and each such item, component, or process. For computer software or computer software documentation identify the software or documentation.

**Generally, development at private expense, either exclusively or partially, is the only basis for asserting restrictions. For technical data, other than computer software documentation, development refers to development of the item, component, or process to which the data pertain. The Government's rights in computer software documentation generally may not be restricted. For computer software, development refers to the software. Indicate whether development was accomplished exclusively or partially at private

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expense. If development was not accomplished at private expense, or for computer software documentation, enter the specific basis for asserting restrictions.

***Enter asserted rights category (e.g., government purpose license rights from a prior contract, rights in SBIR data generated under another contract, limited, restricted, or government purpose rights under this or a prior contract, or specially negotiated licenses).

***Corporation, individual, or other person, as appropriate.

****Enter "none" when all data or software will be submitted without restrictions.

Date _____
Printed Name and Title _____

Signature _____

(e) An offeror's failure to submit, complete, or sign the notification and identification required by paragraph (d) of this provision with its offer may render the offer ineligible for award.

(f) If the Offeror is awarded a contract, the assertions identified in paragraph (d) of this provision shall be listed in an attachment to that contract. Upon request by the Contracting Officer, the Offeror shall provide sufficient information to enable the Contracting Officer to evaluate any listed assertion

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SECTION L INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

TYPE OF ORDER

The Government contemplates award of a Cost Plus Fixed Fee Level of Effort Task Order resulting from this solicitation.

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

Any task order awarded as a result of this solicitation will be 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.

1.0 GENERAL

The purpose of this procurement is to obtain Project Management and Technical Expertise Support for multiple Maneuver Thrust Science and Technology objectives for Naval Surface Warfare Center, Carderock Division, West Bethesda, MD.

Large Business Concerns are required to submit a Small Business Subcontracting Plan in accordance with FAR 52.219-9.

Offerors shall submit questions requesting clarifications of the solicitation requirements via the Seaport portal.

2.0 INSTRUCTIONS FOR SUBMISSION OF OFFERS

Proposals shall be submitted electronically no later than the specified closing date prior to 1400 hours via the Seaport-e site. Offerors must comply with the detailed instructions for the format and content of the proposals; proposals that do not comply may be considered non-responsive and may render the offeror ineligible for award of a task order. In order to maximize efficiency and minimize the effort involved in the proposal evaluation process, all offerors shall submit their proposals in accordance with the format presented below.

2.1 PROPOSAL FORMAT

In order to maximize efficiency and minimize the time for proposal evaluation, proposals shall be prepared so that if an evaluator prints the proposal it meets the following format requirements:

- 8.5 x 11 inch paper
- Single-spaced typed lines
- No graphics, pictures or hyperlinks are allowable
- Tables are allowed for the list of key personnel
- 1 inch margins
- 12-point Times New Roman Font in text

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- Microsoft Word software for Technical and Cost Proposal Information
- All files named with the file extension (.doc,.xls, .pdf, etc.)
- Supporting Cost Data providing the detailed cost breakdown for each year of performance, and a summary of the total costs over the five year period contained in Microsoft Excel software, with all files named with the file extension .xls.

The technical portion of the proposal shall be limited to twenty (20) pages in length (excluding resumes).

3.0 PROPOSAL CONTENT

The offer consists of and must include a cover letter, filled-in Section B, Technical Proposal, and Cost Proposal as follows:

3.1 Cover Letter. The proposal shall include a cover letter that identifies all enclosures being transmitted as part of the proposal. The letter shall reference the solicitation number and acknowledge that it transmits an offer in response to the solicitation. It shall state that the proposal is valid through a period of at least three months after the date of submission. The offeror shall provide an email address for their contracting point of contact as well as a phone number.

3.2.1 Section B, completed in the portal (including estimated cost and fixed fee) in whole dollars (no cents).

3.2.2 Section K, complete the two representations and certifications

3.3 Technical Proposal (Limited to twenty (20) pages in length (excluding resumes))

The technical proposal includes Technical Competence/Understanding and Past Performance, and shall not contain any reference to cost; however, information concerning labor allocation and categories, consultants, travel, materials, equipment, and past performance shall be contained in the technical proposal in sufficient detail so that the offeror's understanding of the scope of the work may be adequately evaluated. The technical proposal shall be page numbered, contain a table of contents, be organized as follows, and address in detail the following areas:

3.3.1 Technical Competence/Understanding (Evaluation Factor A, Subfactor 1)

Offerors shall demonstrate their comprehensive technical understanding of the requirements of the Statement of Work contained in Section C.

All personnel proposed to work on the task order must possess a security clearance up to the level of Secret. Each resume submitted for evaluation shall identify the individual's current security level. Since resumes are not required for non-key personnel, the offeror shall state in their response to the non-key personnel requirements that the personnel proposed to work in those labor categories have the required Secret clearance and that they meet the requirements for the labor category as stated in this solicitation. The existence of a Secret security clearance, or plans for obtaining same, for the offeror's facility shall be addressed in the technical proposal. The successful contractor not possessing the required facility and personnel clearances within 60 days after the date of the resultant task order may be subject to termination in accordance with Clause 52.249-6 entitled "Termination (Cost-Reimbursement) at no cost to the Government.

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3.3.2 Personnel Qualifications (Evaluation Factor A, Subfactor 2)

The level of effort for the performance of this task order is based upon an anticipated total of 229,500 man-hours of direct labor distributed over the five (5) year period of performance. Offerors shall base their cost proposal, and proposed key personnel, on the following labor categories and hours per year for each year of performance over the five year period of performance:

PERSONNEL	<u>Hours per Year</u>		Minimum Number of Resumes
	<u>Regular</u>	<u>Overtime</u>	
Principle Engineer (Key)	4,950	50	3
Senior Engineer (Key)	4,950	50	3
Electrical Engineer	3,950	50	
Mechanical Engineer (Key)	4,950	50	3
Production-Processing Engineer	2,950	50	
Materials Engineer (Key)	3,950	50	3
Human Systems Engineer	1,470	50	
Aerospace Engineer	1,950	50	
Robotics Engineer (Key)	2,950	50	2
Systems Analyst	2,950	50	
Senior Cost Analyst	1,570	30	
Cost Analyst	1,570	30	
Logistics Engineer	3,950	50	
Computer/Programmer Specialist	1,570	30	
Senior Technician	<u>1,570</u>	<u>30</u>	
Total Hours per Year:	45,250	650	

Regardless of the offeror's labor categories (including those of any subcontractor), each offeror must base his cost on personnel fitting the following labor definitions. The personnel qualifications are as follows:

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3.3.2.1 Key Personnel - Resumes shall include relevant information for all key personnel in sufficient detail as to demonstrate the capability of such personnel to accomplish the tasking described in the Statement of Work. Each resume shall not exceed two (2) pages. The offeror shall provide resumes for Key Personnel in the following format:

- Name of Proposed Employee;
- Current Security clearance
- Education Background;
- Employment History (Clearly Identify Dates and Employer);
- Experience Applicable to Proposed Position (Expressed in number of years). Identify direct relevance to the Statement of Work. Statements such as “assisted with”, “participated in”, or “supported” do not allow evaluators to identify the specific technical work contributions made by the individual;
- Current employment status with Offeror (provide signed letter of intent if not currently employed with the Offeror);

The following represents the Government’s minimum target qualifications for the Key Personnel labor categories:

(a) Principal Engineer –

1. A Bachelor’s Degree in Engineering from an accredited college or university.
2. 15 years of experience managing major Federal Government programs. This experience should include work in developing program controls and management procedures.
3. Demonstrated ability to supervise, direct, review, and otherwise coordinate all work performed by the contractor’s staff and to maintain effective liaison with the Government’s technical staff.

(b) Senior Engineer –

1. A Bachelor’s Degree in Engineering or a related discipline, such as Physics or Mathematics, from an accredited college or university,
2. 10 years of experience in fields related to the solicitation’s Statement of Work (SOW).
3. Experience supervising and directing individuals in the performance of technical analysis of engineering requirements.

(c) Robotics Engineer –

1. A Bachelor’s Degree in Robotics Engineering or Mechanical Engineering with a strong emphasis in Robotics from an accredited college or university,

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2. 10 years of experience in fields related to the solicitation's Statement of Work (SOW).

3. Experience supervising and directing individuals in the performance of technical analysis of engineering requirements.

(d) Mechanical Engineer –

1. A Bachelor's degree in Mechanical Engineering or related disciplines such as physics or mathematics from an accredited college or university

2. 5 years experience in SOW task areas, or any combination of undergraduate study/experience to equal the above requirement where 2-years of experience in SOW task area equals 1 year of undergraduate study.

(e) Materials Engineer –

1. A Bachelor's degree in Engineering or a related discipline such as physics or mathematics from an accredited college or university

2. 5 years experience in SOW task areas.

3.3.2.2 Non-Key Personnel shall have the following education and experience:

(a) Electrical Engineer –

1. A Bachelor's degree in Electrical Engineering from an accredited college or university

2. A minimum of 5 years experience in the SOW task areas.

(b) Logistics Engineer –

1. A Bachelor's degree from an accredited college or university plus 6-years of experience in SOW task areas, or a Bachelors degree in Logistics from an accredited college or university,

2. Minimum of 3-years experience in SOW task areas, or any combination of undergraduate study and experience that meets the above requirement where 2 years of experience in SOW task areas equals 1 year of undergraduate study or designation as a Certified Professional Logistician (CPL) from the Society of Logistics Engineers (SOLE) plus 1 year of experience in SOW task areas.

(c) Human Systems Engineer –

1. A Bachelor's degree from an accredited college or university,

2. A minimum of 6-years experience in the SOW task areas, or any combination of undergraduate study and experience that meets the above requirement where 2 years of experience in the required SOW task area equals 1 year of undergraduate study.

(d) Production-Processing Engineer –

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1. A Bachelor's degree in engineering or related disciplines such as physics or mathematics from an accredited college or university
2. Must have 5- years experience in SOW task area with a strong emphasis on production engineering.

(f) Systems Analyst –

1. A Bachelor's degree from an accredited college or university,
2. A minimum of 6-years experience in the SOW task areas, or any combination of undergraduate study and experience that meets the above requirement where 2 years of experience in the required SOW task area equals 1 year of undergraduate study.

(g) Senior Cost Analyst –

1. A Bachelor's degree from an accredited college or university,
2. A minimum of 15-years experience in the SOW task areas, or any combination of undergraduate study and experience that meets the above requirement where 2 years of experience in the required SOW task area equals 1 year of undergraduate study.

(h) Cost Analyst –

1. A Bachelor's degree from an accredited college or university,
2. A minimum of 6-years experience in the SOW task areas, or any combination of undergraduate study and experience that meets the above requirement where 2 years of experience in the required SOW task area equals 1 year of undergraduate study.

(i) Aerospace Engineer –

1. A Bachelor's degree in Aeronautical Engineering from an accredited college of university,
2. A minimum of 10 years experience in the SOW task areas.

(j) Computer/Programmer Specialist –

1. A Bachelor's Degree in Computer Science, Engineering or a related discipline, such as Physics or Mathematics, from an accredited college or university,
2. At least 10 years of experience in fields related to the solicitation's Statement of Work (SOW).

(k) Senior Technician –

1. A Bachelor's degree in engineering or a related science from an accredited college or university, or four years technical experience in the SOW areas.

3.3.3 PAST PERFORMANCE (EVALUATION FACTOR B)

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Past Performance is a measure of the degree to which an offeror, as an organization, has satisfied its customers in the past and complied with Federal, State, and Local laws and regulations. The Government may contact the offeror's references to ask whether or not they believe: (1) that the offeror was capable, efficient and effective; (2) that the offeror's performance conformed to the terms and conditions of their contract; (3) that the offeror was reasonable and cooperative during performance, (4) that the offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different contractor.

Offerors shall provide three (3) past performance references that reflect recent relevant experience performed within the past three (3) years. Each reference must be provided in the following format and address the following:

- Contract number/task order number, amount of contract, period of performance, and type of contract.
- Program name, brief description of the work performed and its relevance to the tasking contained in Section C of this solicitation, and
- Customer's name, address, point of contact (whether Government or Commercial) with valid contact information (telephone number, email address) for both the Contracting Officer's Representative (technical customer) and the Procuring Contracting Officer and whether the Offeror was executing the tasking as the prime contractor or subcontractor.

The past performance information should address the following:

- Quality (demonstrated capability to deliver high quality products and services);
- Delivery/Completion (demonstrated capability to satisfy customer requirements);
- Cost Control (demonstrated capability to provide services at or below proposed costs, ability to limit direct labor cost growths and control indirect costs);
- Responsiveness (demonstrated ability to respond to customer concerns, isolate and resolve problems, and take systemic improvement action), and
- Compliance with clause 52.219-8 "Utilization of Small Business Concerns", and for large businesses, their past compliance with clause 52.219-9, "Small Business Subcontracting Plan". Clause 52.219-8 applies to all offerors while 52.219-9 applies to large business only. Therefore a large business should address their past compliance with both clauses.

The Government may also use other information available from Government sources, and/or non-Government sources, to evaluate an offeror's past performance. The Government reserves the right to limit or expand the number of references it decides to contact and to contact references other than those provided by the offeror.

If subcontractors/teaming partners are proposed to perform significant parts of the effort, information should also be provided for their past performance.

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3.4 COST PROPOSAL - No page limit (EVALUATION FACTOR C)

3.4.1 All proposals shall be based on a performance start date of **1 June 2010**. This date is only an estimate of the anticipated start date. A definitive start date will be incorporated into the Task Order award document.

3.4.2 Direct Labor (Required for prime and all subcontractors)

Offerors shall base their cost proposal on the labor categories and hours listed in Section L, subsection 3.3.2 entitled Personnel Qualifications. These hours are based on a forty (40) hour work week.

3.4.2.1 Other Direct Charges (ODCs) Resulting from Direct Labor Costs (Service Center Costs, Computer Usage, Reproduction, Telephone, Copying Costs, etc.)

It is the Government's strong preference that offerors (prime and any subcontractors) provide all other costs (excluding material and travel) associated with the performance of direct labor out of an indirect pool. Offerors whose DCAA-approved accounting method is to direct charge any item of ODC other than travel and materials, shall identify each item of expense, including associated dollars, and provide the information listed below for each item. Statements that ODC requirements will arise during performance as specific requirements are identified and can not be projected are unacceptable. Corresponding dollar amounts for each type of ODC shall be included in the cost proposal after the total for labor under the heading Labor ODCs if the expense category is to be allowed as a direct charge following Task Order award. The cost proposal shall clearly demonstrate how the fully burdened costs were derived. If no such ODC's are proposed, the award document will clearly state that they are unallowable during performance. The offeror shall provide the following for each ODC expense category:

3.4.2.1.1 Description, justification, and detailed basis for the estimate.

3.4.2.1.2 For any costs proposed on a per unit or hour basis, (e.g, those set up in a service cost center and charged to users/customers on a per unit basis), the discussion shall also include statistical data supporting the unit charge. Statements that the rate has been accepted by DCAA are not sufficient unless a copy of the DCAA letter or report that clearly approves the basis for the charge is included with the proposal.

3.4.2.1.3 If direct charge is proposed for any leased item, the following shall be provided: identification of item, justification of need, and lease/purchase analysis.

3.4.2.1.4 If direct charge is proposed for depreciation of any capital asset, the following shall be provided: Identification of item, justification of need, projected acquisition date, purchase price, depreciation method, and depreciation schedule.

3.4.3 Supporting Cost Information (Required for prime and all subcontractors)

3.4.3.1 Direct Labor - The Cost Proposal shall reflect actual labor rates expected to be expended in performing the proposed Task Order; e.g., actual hourly rates for named personnel if such rates will be the basis for billing under the resultant contract, and not a composite rate of individuals within a labor classification or labor category. The Cost Proposal shall contain a table which shows the following for

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each named person:

3.4.3.1.1 Current (as of the date of proposal submission) actual hourly rate (based on a 40 hour workweek) and note the effective date of the rate (Month/Year);

3.4.3.1.2 Task Order Base Period hourly rate. Offerors shall accurately escalate current actual rates to the mid-point of the Base Period in their proposals. This escalation shall be computed from the effective date of the current actual rate and **not** the date of proposal submission.

3.4.3 Other Requirements

3.4.3.1 Identify each proposed Cost Center. Provide its official name and note the area (organizational, geographic, etc.) to which it applies.

3.4.3.2 Offerors shall identify their fiscal period and note which fiscal year they are in as of the date of proposal submission.

3.4.3.3 Provide a table showing each proposed indirect rate by individual Task Order period. If the proposed rates represent blended rates, also show the proposed rates by contractor fiscal year and clearly demonstrate how the blended rate was developed.

3.4.3.4 Provide a three-year history of actuals incurred for each proposed indirect rate. This history shall include the offeror's most recently completed fiscal year even if the rates are considered preliminary and have not yet been submitted to DCAA for audit. For example, if the offeror's fiscal year is consistent with the calendar year, the offeror's historical data shall be provided for their FY2008, FY2007, and FY2006. Note whether the actuals have been audited by DCAA or any other independent organization. Specifically state which indirect rates have been finalized. Also provide the actual rates experienced to date under the offeror's current fiscal period.

3.4.3.5 Offerors are notified that the realism of proposed indirect rates will take historical actuals into consideration. Further, indirect rates significantly lower than recent actuals, or declining indirect rates may not be evaluated as realistic unless maximums / caps are offered. A composite cap or maximum including all burdens applied to direct labor is considered preferable to individual rate caps or maximums.

3.4.3.6 If a formal Forward Pricing Rate Agreement as defined in FAR 15.407-3 has been negotiated, provide a current copy.

3.4.3.7 Provide copies of most recent DCAA correspondence that approves proposed indirect rates.

3.4.3.8 Specifically state what indirect rates are being invoiced under cost reimbursement contracts at the time of proposal submission for those cost centers charges/cost included for this requirement.

3.4.4 Subcontractor/Consultant Costs

3.4.4.1 Note the planned subcontract type and pricing arrangement for each subcontractor. The proposal shall include subcontract cost data in the same level of detail as provided for the offeror. Any

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subcontracting costs shall be fully supported.

3.4.4.2 Proposed T&M subcontractors shall provide full disclosure of their labor rate build-up to include separate identification of basic pay, overtime pay (if applicable) and any and all other components of the proposed labor rate (e.g. fringe benefits, overhead, G&A, and fixed fee).

3.4.4.3 CONSULTANTS - If applicable, provide a detailed listing of proposed consultants, rationale for selection and associated costs which are proposed for reimbursement over and above the hourly rate. Identify the corresponding contract labor category for each proposed consultant. Include the detailed analysis that establishes the proposed rate as fair and reasonable. Each consultant shall also show the hourly rate(s) being charged to other clients for services similar to those proposed under this requirement by submitting invoices for those services.

3.4.4.4 Subcontract pricing arrangements: Per FAR 16.104(h), for contract types other than FFP, the contractor's accounting system should permit timely development of all necessary cost data in the form required by the proposed contract type. Accordingly, an adequate accounting system is considered necessary for any burden rates to be applied to items of other direct costs, including travel. The responsibility for documenting accounting system adequacy is incumbent on the proposed subcontractor and additional information to this end should be included in subcontractors' proposals.

3.4.4.5 Facilities Capital Cost of Money - The offeror shall provide a completed DD Form 1861 - Contract Facilities Capital Cost of Money, if this element is to be proposed. This data shall be specifically identified in the Cost Proposal.

3.4.5 If the offeror, or any subcontractor, is proposing any cost that is not in accordance with its DCAA approved accounting system or rates, the offeror shall identify the cost and explain why the proposed cost is different from their DCAA approved accounting system and/or rates.

3.4.6 Any inconsistency, whether real or apparent between promised performance and cost or price, should be explained in the proposal. Any significant inconsistency, if unexplained, raises a fundamental issue of the understanding of the nature and scope of work require and financial ability to perform the contract and may be grounds for rejection of the offer. The burden of proof as to cost credibility rests with the offeror.

3.4.7 CLIN 6000 – Government Specified Other Direct Costs

For proposal preparation, the Government has specified a Not-To-Exceed (NTE) amount for CLIN 6000 Fully Burdened Support Costs (inclusive of Materials, Travel and Other Direct Costs (ODC)) at the following levels:

Materials	\$ 2,853,500
Travel	\$ 245,839
ODC	\$ 17,121

These amounts are applied to the total five (5) year task order performance period, are non-fee bearing, and are considered inclusive of all indirect costs rates applied by the offeror. Offerors must identify the indirect costs/rates that are applicable to these line items.

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3.4.8 SAVINGS INITIATIVES

3.4.8.1 The offeror shall address cost savings initiatives proposed for this Task Order and how these conform to the initiatives included in their basic SeaPort-e contract. The offeror shall address, as a minimum, each area covered by the clause in Section H of their base contract entitled "SAVINGS INITIATIVES".

3.4.8.2 Offerors who propose declining average direct labor rates in key and/or non-key labor categories are cautioned that these approaches may be viewed as strategies to lower the Task Order cost that could result in degradation in the quality of services to be provided throughout the Task Order period of performance. Such strategies are not considered to be true "savings initiatives". Further, such strategies may not be evaluated as realistic from a pricing standpoint.

8.4.8.3 The Government is interested in initiatives that clearly demonstrate a commitment on the part of the offeror to keep costs under strict control and clearly minimize overall costs incurred under this Task Order. Offerors are strongly encouraged to consider each the following. If an offeror / subcontractor does not elect to offer any of the following areas, the offeror's logic will be provided.

- a) A composite cap or maximum on indirect rates;
- b) Lower subcontract pass-thru than the maximum proposed / accepted at the contract level;
- c) Lower fixed fee rate than the maximum proposed / accepted at the contract level;
- d) Lower annual labor escalation rate than that maximum proposed / accepted at the contract level;
- e) Offering a Volume Discount before meeting the thresholds proposed / accepted at the contract level.
- f) Offering a Volume Discount greater than the percentage proposed / accepted at the contract level.
- g) Negotiation of similar caps for proposed subcontractors.

8.4.9 **Volume Discount** -Offerors shall indicate whether or not their MAC contract-level proposed/Government accepted Volume Discount applies to this proposal by providing the following:

- a) Funding applied to orders under their respective SeaPort-e contract during the previous calendar year: _____.
- b) Promised Volume Discount: _____% if SeaPort-e funding received during the previous calendar year exceeded _____.

8.4.9.1 If the data provided in paragraph (a) above show that a Volume Discount should be applied to this proposal, offerors shall clearly indicate how the discount was applied to all costs including prime contractor labor and ODC costs resulting from labor as well as subcontractor labor and ODC costs. Provide a table or tables showing (1) Total bottom line proposed amounts by CLIN; separately showing the discount applied to labor and fixed fee (2) Volume Discount applied; and (3) % Volume Discount offered.

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SECTION M EVALUATION FACTORS FOR AWARD

1.0 Proposals received in response to this solicitation will be evaluated on a best value basis. Award will be made to that offeror who meets the requirements of FAR Subpart 9.1, Responsible Prospective Contractor and whose proposal will be most advantageous to the Government, cost and other factors considered. The Government reserves the right to determine which proposal demonstrates the required competence for performing the requirements described herein and offers the greatest value to the Government using trade-off methodology described in FAR 15.101-1. Offerors are advised that the Government may make award to other than the low offeror or other than the offeror with the highest technical rating. The Government intends to make award on the basis of initial proposals without conducting discussions, but reserves the right to conduct discussions if determined necessary.

If competition is not received in response to this solicitation, the proposal received may be evaluated for technical acceptability rather than ranked using the non-cost factors.

It is the intention of the Navy to award one cost-plus-fixed-fee task order to provide the engineering and technical support services in accordance with FAR 16.505. Attention is directed to clause H-5, Task Order Process, Competitive Ordering process, in the base IDIQ, which provides that the award will be made to that offeror whose proposal is determined to be the most advantageous to the Government. In accordance with clause H-5 of the 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.

2.0 MANDATORY REQUIREMENTS - Offerors must meet the MANDATORY REQUIREMENT noted in Section H. An offeror not meeting all of these requirements (or having acceptable plans for meeting the requirements by Task Order award) will not be considered as eligible for award.

3.0 SOURCE SELECTION FACTORS

Each Offeror meeting the mandatory requirements will be evaluated relative to the following factors. The Government has established the relative importance of the evaluation factors, which are listed in descending order of importance as follows:

Factor A: TECHNICAL COMPETENCE AND UNDERSTANDING

Subfactor 1 – Understanding of project management and technical expertise support for multiple Maneuver Thrust Science and Technology and the requirements contained in Section C, Statement of Work.

Subfactor 2 - Personnel Qualifications

Subfactor 1 is more important than subfactor 2

Factor B: PAST PERFORMANCE

Past Performance is a measure of the degree to which an offeror, as an organization, has satisfied its customers in the past and complied with Federal, State, and Local laws and regulations. The Government may contact the offeror's references to ask whether or not they believe: (1) that the offeror was capable, efficient and effective; (2) that the offeror's performance conformed to the terms and conditions of their contract; (3) that the offeror was reasonable and cooperative during performance, (4) that the offeror was committed to customer satisfaction; and (5) if given a chance would they select the same or a different

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contractor. The Government may give evaluation preferences to those offerors demonstrating quality past performance in the task areas described in Section C, "Statement of Work".

Factor C: TOTAL EVALUATED COST (See 3.1.4 below)

3.1 Factor A, Subfactor 1 - Technical Competence and Understanding -

The proposal shall be evaluated to determine the adequacy of the offeror's understanding of, and its competence to perform, the requirements in the Statement of Work task areas.

3.1.2 Factor A, Subfactor 2 - Personnel Qualifications

The resumes submitted by the offeror shall be evaluated against the target labor qualifications contained in Section L, Subsection 3.3.2, and their experience as it relates to the tasking contained in Section C - Statement of Work.

3.1.3 Factor B, Past Performance

Past Performance shall be evaluated taking into consideration all past performance information obtained by the Government. Past performance information may include the following:

- a) Quality: Capability to deliver high quality products and services, including customer satisfaction, instances of rework, and/or deficiency reports, and evidence of effective and/or innovative work applications which were a benefit to the customer.
- b) Delivery/Completion: Capability to satisfy customer requirements for completion of the contract.
- c) Cost Control: Capability to provide services at or below their initially proposed costs, ability to limit direct labor cost growths and control indirect costs), and the consistency of the offeror's accounting practices with regard to allocation of costs.
- d) Responsiveness: Ability to respond to customer concerns, isolate and resolve problems, and take systemic improvement action

Compliance with clause 52.219-8 "Utilization of Small Business Concerns", and for large businesses, their past compliance with clause 52.219-9, "Small Business Subcontracting Plan": Demonstrated past performance in complying with FAR 52.219-8 (all offerors) and 52-219-9 (large business concerns) will be considered.

In accordance with Section L, the Government may give greater consideration to demonstrated past performance in the task areas contained in Section C, Statement of Work, and to contracts having the same or similar type and complexity of tasking. Trends showing improving or deteriorating performance may also be considered.

A performance rating of "neutral" will be assigned wherever the offeror lacks a record of relevant or available past performance history and there is no expectation of either successful or unsuccessful performance based on the offeror's past performance record.

3.1.4 Factor C, Evaluated Cost

The evaluation of cost will be based on an analysis of the realism and completeness of the cost data. Pertinent cost information, including but not limited to DCAA recommended rates for such costs as direct labor, overhead, G&A, FCCM, etc. as necessary and appropriate, will be used to arrive at the Government determination of most probable cost to be incurred in the performance of this task order. If proposed costs

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are considered to be unrealistic, including labor and indirect rates, the offeror's proposed cost will be adjusted accordingly to reflect more realistic costs. Offerors are cautioned that to the extent proposed costs appear unrealistic, the Government may infer either a lack of understanding of the requirements, increased risk of performance, or lack of credibility on the part of the offeror.

3.2 Basis for Award

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

If more than one offer is not received in response to this solicitation, award may be made to that offeror who meets the requirements of FAR Subpart 9.1, Responsible Prospective Contractor and is technically acceptable.